



David M. Winfrey
Senior Legal Counsel -
Environmental, Health & Safety

WASTE MANAGEMENT

1001 Fannin, Suite 4000
Houston, TX 77002
(713) 265-1431
(713) 287-2654 Fax

Via Fed Ex

November 28, 2007

**SFUND RECORDS CTR
2242153**

Kim Muratore, SFD-7-B
United States Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, California 94105

Re: **San Fernando Valley/North Hollywood Superfund Site
North Hollywood, California
U.S. EPA Request for Information
42 U.S.C. § 9604(e)**

Dear Ms. Muratore:

Attached is information requested by EPA in its September 24, 2007 Supplemental Request for Information. While we were able to find virtually all of what you requested, we were unable to locate the following two documents referenced in our initial response.

- 1) 1st Quarter Corrective Action Monitoring Report and Waste Discharge Data – April 1998
- 2) Winter/Spring Detection Monitoring Report COC Report; Annual Summary and Waste Discharge Data – Bradley Landfill – Prepared March 1994

If you have any questions or issues regarding this response, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Winfrey", enclosed within a circular stamp or seal.

David M. Winfrey
Sr. Legal Counsel

Enclosures

From everyday collection to environmental protection, Think Green® Think Waste Management.

From: Origin ID: EIXA (713)512-6254
Kelly Johnson
Waste Management, Inc.
1001 Fannin Street, Suite 4000

Houston, TX 77002

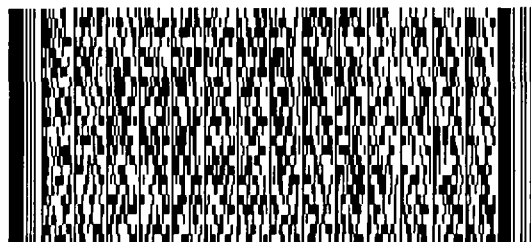


CLSD986872123

SHIP TO: (415)744-1500

BILL SENDER

Kim Muratore - SFD-7-B
U.S. Environmental Protection Agency
Office of the Regional Counsel
75 Hawthorne Street
San Francisco, CA 94105



Ship Date: 28NOV07
ActWgt: 1 LB
System#: 7488468/INET7091
Account#: S *****

Delivery Address Bar Code



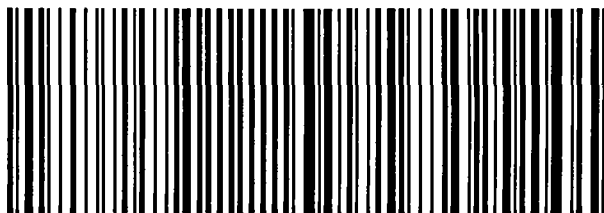
Ref #
Invoice #
PO #
Dept #

TRK# 7926 0557 3556
0201

THU - 29NOV A1
PRIORITY OVERNIGHT

XH-JCCA

SFO
CA-US
94105



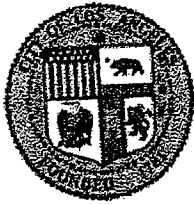
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City of Los Angeles
Department of City Planning

11/16/2007

PARCEL PROFILE REPORT

PROPERTY ADDRESSES

9585 N GLENOAKS BLVD
9645 N GLENOAKS BLVD
11468 W WICKS PL

ZIP CODES

91352

RECENT ACTIVITY

None

CASE NUMBERS

GPC-877
CPC-2007-3888-CU
ORD-132655
ZV-1980-167
ZV-1977-203
ZA-21910
ZA-1994-792-ZV-PA1
ZA-1994-337-ZV
ZA-1994-289-TEQ
ZA-1990-1421-ZV
ENV-2001-3267-EIR
90-1026-ZV
CND-80-243-ZV
AFF-44660

Address/Legal Information

PIN Number:
Area (Calculated):
Thomas Brothers Grid:

Assessor Parcel Number:
Tract:
Map Reference:
Block:
Lot:
Arb (Lot Cut Reference):
Map Sheet:

198B169 11
1,486,310.7 (sq ft)
PAGE 502 - GRID H6
PAGE 502 - GRID H5
2538006004
TR 10729
M B 174-36/37
None
9
1
198B169
201B169

Jurisdictional Information

Community Plan Area:
Area Planning Commission:
Neighborhood Council:
Council District:
Census Tract #:
LADBS District Office:

Sun Valley - La Tuna Canyon
North Valley
Sun Valley
CD 6 - Tony Cardenas
1211.00
Van Nuys

Planning and Zoning Information

Special Notes:
Zoning:

Zoning Information (ZI):

None
M2-1-G
M3-1-G
ZI-2374 Los Angeles State
Enterprise Zone
ZI-2355 Environmental Justice
Improvement Area
Light Manufacturing
Heavy Manufacturing
See Plan Footnotes
Sun Valley
None
No
No
None
None
None
None
None
None
None
None
No
No
No
None
Not Eligible
None
No
No
None
No
No

General Plan Land Use:

Plan Footnote - Site Req.:
Additional Plan Footnotes:
Specific Plan Area:
Design Review Board:
Historic Preservation Review:
Historic Preservation Overlay Zone:
Other Historic Designations:
Other Historic Survey Information:
Mills Act Contract:
POD - Pedestrian Oriented Districts:
CDO - Community Design Overlay:
Streetscape:
Sign District:
Adaptive Reuse Incentive Area:
35% Density Bonus:
CRA - Community Redevelopment Agency:
Central City Parking:
Downtown Parking:
Building Line:
500 Ft School Zone:
500 Ft Park Zone:

Assessor Information

Assessor Parcel Number:
Parcel Area (Approximate):
Use Code:
Building Class:
Assessed Land Val.:

2538006004
3,824,132.4 (sq ft)
Not Available
Not Available
\$1,296,382

Assessed Improvement Val.:	\$0
Year Built:	Not Available
Last Owner Change:	07/15/98
Last Sale Amount:	\$9
Number of Units:	0
Number of Bedrooms:	0
Number of Bathrooms:	0
Building Square Footage:	0.0 (sq ft)
Tax Rate Area:	13
Deed Reference No.:	2793845

Additional Information

Airport Hazard:	None
Coastal Zone:	None
Farmland:	Area not Mapped
Very High Fire Hazard Severity Zone:	No
Fire District No. 1:	No
Fire District No. 2:	Yes
Flood Zone:	A D=N/A E=N/A PI
Hazardous Waste / Border Zone Properties:	No
Methane Hazard Site:	Methane Zone
High Wind Velocity Areas:	YES
Hillside Grading:	No
Oil Wells:	None
Alquist-Priolo Fault Zone:	No
Distance to Nearest Fault:	Within Fault Zone
Landslide:	Yes
Liquefaction:	No

Economic Development Areas

Business Improvement District:	None
Federal Empowerment Zone:	None
Renewal Community:	No
Revitalization Zone:	None
State Enterprise Zone:	Los Angeles State Enterprise Zone
Targeted Neighborhood Initiative:	None

Public Safety

Police Information:	
Bureau:	Valley
Division / Station:	Foothill
Report District:	1676
Fire Information:	
District / Fire Station:	77
Battalion:	12
Division:	3
Red Flag Restricted Parking:	No

CASE SUMMARIES

Note: Information for Case Summaries is Retrieved from the Planning Department's Plan Case Tracking System (PCTS) Database.

Case Number: CPC-2007-3888-CU
Required Action(s): CU-CONDITIONAL USE
Project Description(s): CONDITIONAL USE TO LOCATE A RECYCLING MATERIALS SORTING FACILITY WITHIN 1000 FT OF A MORE RESTRICTIVE ZONE; OPERATE A RECYCLING MATERIALS SORTING FACILITY BEYOND THE HOURS OF 7 AM TO 8 PM; AND OPERATE A SOLID WASTE TRANSFER STATION WITHIN 500 FT. OF A MORE RESTRICTIVE ZONE.

Case Number: ZV-1980-167
Required Action(s): Data Not Available
Project Description(s): TO PERMIT THE DEVELOPMENT, USE & MAINTENANCE OF AN APPROXIMATELY 8.8-ACRE SITE AS AN OPERATIONS CENTER FOR (AND MEANS OF ACCESS TO) AN ADJACENT SANITARY LANDFILL, APPROVED UNDER ZA-21910, WITH SUCH OPERATIONS INVOLVING A DRIVEWAY, CONSTRUCTION & MAINTENANCE OF OTHER FACILITIES, A MINI-TRANSFER STATION, CO ...

Case Number: ZA-1994-792-ZV-PA1
Required Action(s): ZV-ZONE VARIANCE
Project Description(s): REQUEST FOR A 24 7 DAY PER WEEK OPERATION OF CLASS III LANDFILL 10,000 TONS/DAY IN THE (T)(Q)M2-1 ZONE.

Case Number: ZA-1994-337-ZV
Required Action(s): ZV-ZONE VARIANCE
Project Description(s): SALE OF BEER AND WINE FOR OFF-SITE CONSUMPTION

Case Number: ZA-1994-289-TEQ
Required Action(s): TEQ-TEMPORARY EARTHQUAKE
Project Description(s): REQUEST 24 HR PER DAY/ 7 DAY PER WEEK OPERATION OF A CLASS III SANITARY LANDFILL

Case Number: ZA-1990-1421-ZV
Required Action(s): ZV-ZONE VARIANCE
Project Description(s): TO PERMIT THE CONTINUED USE OF APPROXIMATELY 80 ACRES OF PROPERTY IN THE M2 AND M3 ZONES FOR SOLID WASTE LANDFILL OPERATIONS.

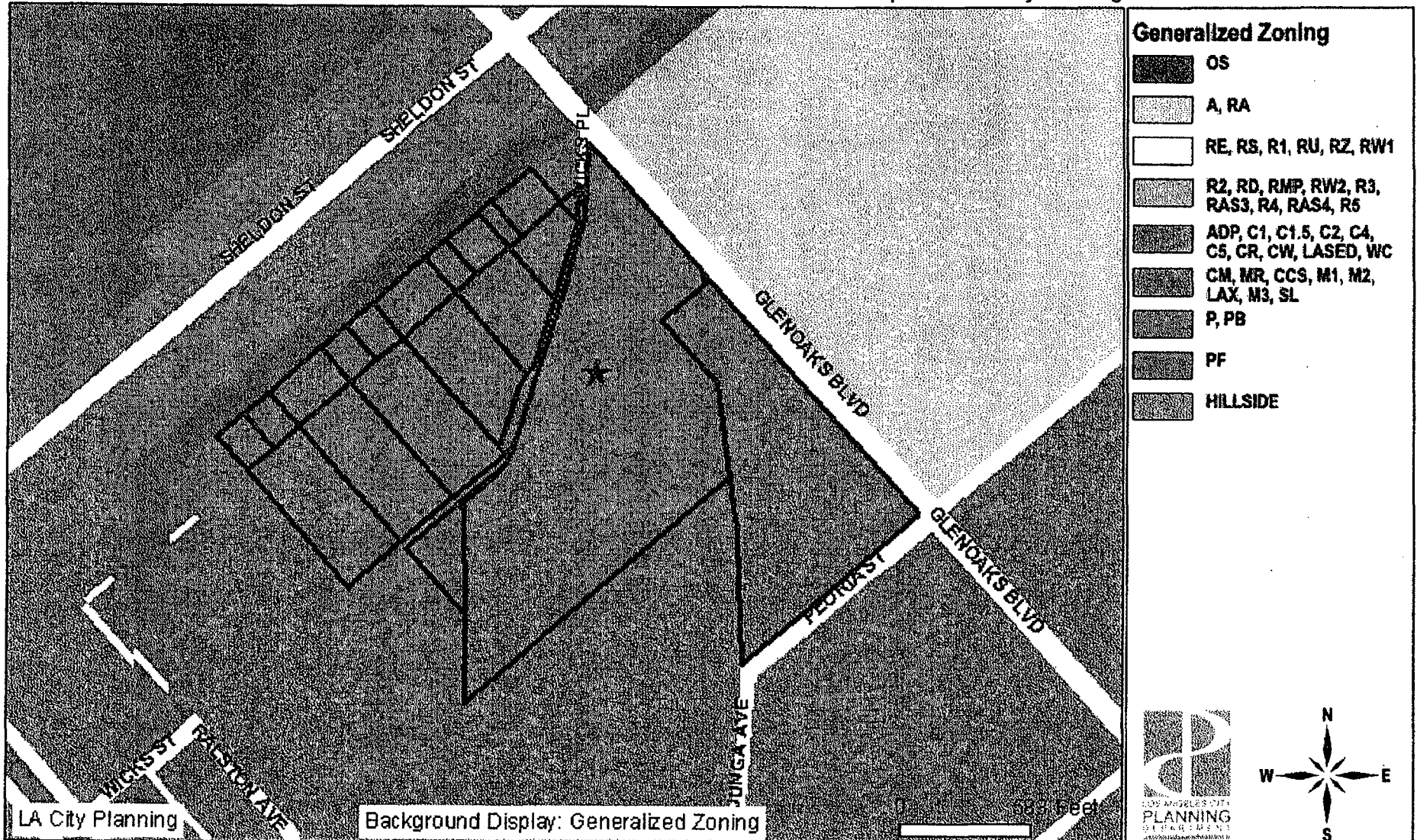
Case Number: ENV-2001-3267-EIR
Required Action(s): EIR-ENVIRONMENTAL IMPACT REPORT
Project Description(s): Data Not Available

Case Number: 90-1026-ZV
Required Action(s): ZV-ZONE VARIANCE
Project Description(s): Data Not Available

Case Number: CND-80-243-ZV
Required Action(s): ZV-ZONE VARIANCE
Project Description(s): Data Not Available

DATA NOT AVAILABLE

CPC-877
ORD-132655
ZV-1977-203
ZA-21910
AFF-44660

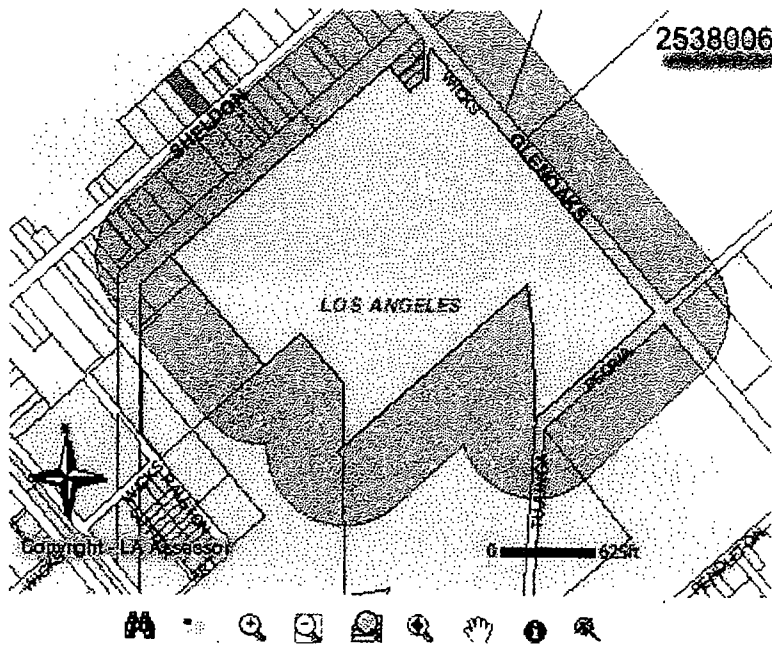


Address: 9585 N GLENOAKS BLVD
APN: 2538006004
PIN #: 198B169 11

Tract: TR 10729
Block: None
Lot: 9
Arb: 1

Zoning: M2-1-G, M3-1-G
General Plan: Light Manufacturing,
Heavy Manufacturing

6004



6004

Records for this property are kept at the Headquarters Office

(How frequently is the information updated on this site?)

Property Information

Assessor's ID No.	2538-006-004
Site Address	No Address Available
Property Type	Other
Region / Cluster	30 / 30604
Tax Rate Area (TRA)	00013

[Click Here to View Assessor's Map](#)[Click Here to View Index Map](#)**Recent Sale Information**

Latest Sale Date

Indicated Sale Price

[Search for Recent Sales](#)**2007 Roll Values**

Recording Date	07/15/1998
Land	\$1,270,963
Improvements	\$0
Personal Property	\$25,840
Fixtures	\$1,134,525
Homeowners' Exemption	\$0
Real Estate Exemption	\$0
Personal Property Exemption	\$0
Fixture Exemption	\$0

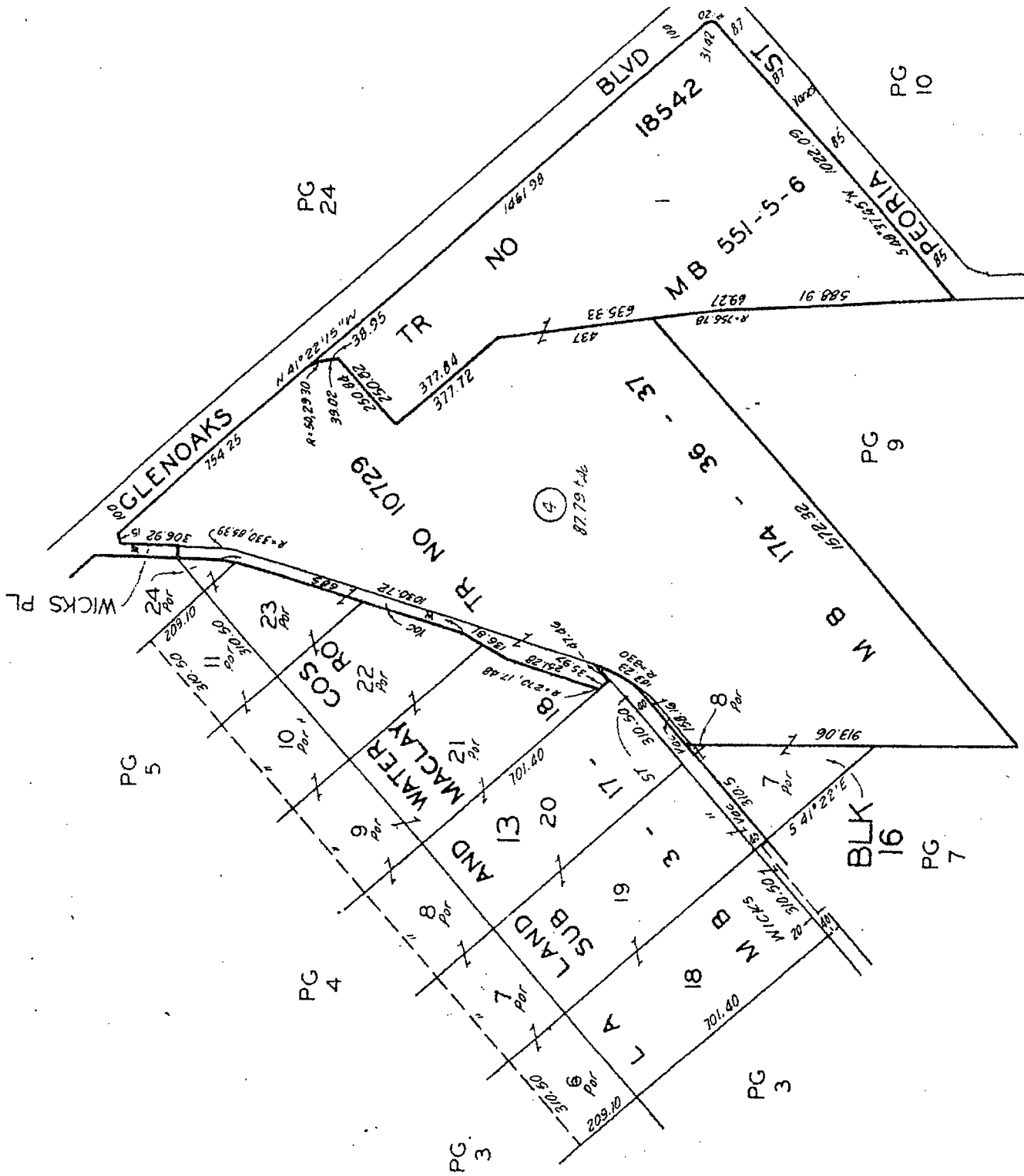
[Click Here for 2007 Annual Data](#)[Estimate Supplemental Taxes](#)**Property Boundary Description**

FOR DESC SEE ASSESSOR'S MAPS

Building Description(s)

No building information is available for this parcel.

[Click Here for Another Search](#)



600

2



City of Los Angeles
Department of City Planning

11/16/2007

PARCEL PROFILE REPORT

2538 009 008
and
2538 009 001

PROPERTY ADDRESSES

ZIP CODES

RECENT ACTIVITY

None

CASE NUMBERS

CPC-2007-3888-CU
ZA-1994-792-ZV-PA1
PMEX-3192
PMEX-3296
TT-44624
ENV-2001-3267-EIR
CND-80-243-ZV
MND-86-385-SUB

Address/Legal Information

PIN Number:
Area (Calculated):
Thomas Brothers Grid:
Assessor Parcel Number:
Tract:

195B169 656
22,352.0 (sq ft)
PAGE 502 - GRID H7
2538009008
LOS ANGELES LAND AND
WATER CO'S SUBDIVISION OF
A PART OF MACLAY RANCHO
M B 3-17/18
None
VAC 86-606504
None
195B169

Map Reference:

Block:

Lot:

Arb (Lot Cut Reference):

Map Sheet:

Jurisdictional Information

Community Plan Area:
Area Planning Commission:
Neighborhood Council:
Council District:
Census Tract #:
LADBS District Office:

Sun Valley - La Tuna Canyon
North Valley
Sun Valley
CD 6 - Tony Cardenas
1211.00
Van Nuys

Planning and Zoning Information

Special Notes:

Zoning:

Zoning Information (ZI):

None
M3-1-G
ZI-2374 Los Angeles State
Enterprise Zone
ZI-1117 MTA Project
ZI-2355 Environmental Justice
Improvement Area
Heavy Manufacturing
See Plan Footnotes
Sun Valley

General Plan Land Use:
Plan Footnote - Site Req.:
Additional Plan Footnotes:
Specific Plan Area:
Design Review Board:
Historic Preservation Review:
Historic Preservation Overlay Zone:
Other Historic Designations:
Other Historic Survey Information:
Mills Act Contract:
POD - Pedestrian Oriented Districts:
CDO - Community Design Overlay:
Streetscape:
Sign District:
Adaptive Reuse Incentive Area:
35% Density Bonus:
CRA - Community Redevelopment Agency:
Central City Parking:
Downtown Parking:
Building Line:
500 Ft School Zone:
500 Ft Park Zone:

None
No
No
None
None
None
None
None
None
None
No
No
None
None
No
No
None
No
No
No

Assessor Information

Assessor Parcel Number:
Parcel Area (Approximate):
Use Code:
Building Class:
Assessed Land Val.:
Assessed Improvement Val.:

2538009008
2,454,170.4 (sq ft)
3000 - Industrial Open
Not Available
\$831,965
\$3,631,920

Year Built:	1993
Last Owner Change:	1993
Last Sale Amount:	07/15/98
Number of Units:	\$9
Number of Bedrooms:	0
Number of Bathrooms:	0
Building Square Footage:	0
Tax Rate Area:	2,024.0 (sq ft)
Deed Reference No.:	13
	2793845

Additional Information

Airport Hazard:	None
Coastal Zone:	None
Farmland:	Area not Mapped
Very High Fire Hazard Severity Zone:	No
Fire District No. 1:	No
Fire District No. 2:	Yes
Flood Zone:	None
Hazardous Waste / Border Zone Properties:	No
Methane Hazard Site:	Methane Zone
High Wind Velocity Areas:	YES
Hillside Grading:	No
Oil Wells:	None
Alquist-Priolo Fault Zone:	No
Distance to Nearest Fault:	0.35787 (km)
Landslide:	No
Liquefaction:	No

Economic Development Areas

Business Improvement District:	None
Federal Empowerment Zone:	None
Renewal Community:	No
Revitalization Zone:	None
State Enterprise Zone:	Los Angeles State Enterprise Zone
Targeted Neighborhood Initiative:	None

Public Safety

Police Information:	
Bureau:	Valley
Division / Station:	Foothill
Report District:	1676
Fire Information:	
District / Fire Station:	77
Batallion:	12
Division:	3
Red Flag Restricted Parking:	No

CASE SUMMARIES

Note: Information for Case Summaries is Retrieved from the Planning Department's Plan Case Tracking System (PCTS) Database.

Case Number: CPC-2007-3888-CU

Required Action(s): CU-CONDITIONAL USE

Project Description(s): CONDITIONAL USE TO LOCATE A RECYCLING MATERIALS SORTING FACILITY WITHIN 1000 FT OF A MORE RESTRICTIVE ZONE; OPERATE A RECYCLING MATERIALS SORTING FACILITY BEYOND THE HOURS OF 7 AM TO 8 PM; AND OPERATE A SOLID WASTE TRANSFER STATION WITHIN 500 FT. OF A MORE RESTRICTIVE ZONE.

Case Number: ZA-1994-792-ZV-PA1

Required Action(s): ZV-ZONE VARIANCE

Project Description(s): REQUEST FOR A 24 7 DAY PER WEEK OPERATION OF CLASS III LANDFILL 10,000 TONS/DAY IN THE (T)(Q)M2-1 ZONE.

Case Number: TT-44624

Required Action(s): Data Not Available

Project Description(s): REQUEST APPROVAL FOR A TENTATIVE TRACT MAP.

Case Number: ENV-2001-3267-EIR

Required Action(s): EIR-ENVIRONMENTAL IMPACT REPORT

Project Description(s): Data Not Available

Case Number: CND-80-243-ZV

Required Action(s): ZV-ZONE VARIANCE

Project Description(s): Data Not Available

Case Number: MND-86-385-SUB

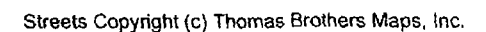
Required Action(s): SUB-SUBDIVISIONS

Project Description(s): Data Not Available

DATA NOT AVAILABLE

PMEX-3192

PMEX-3296



9008

Records for this property are kept at the Headquarters Office

(How frequently is the information updated on this site?)

Property Information

Assessor's ID No.	2538-009-008
Site Address	No Address Available
Property Type	Commercial / Industrial
Region / Cluster	30 / 30604
Tax Rate Area (TRA)	00013

[Click Here to View Assessor's Map](#)[Click Here to View Index Map](#)**Recent Sale Information**

Latest Sale Date
Indicated Sale Price

[Search for Recent Sales](#)**2007 Roll Values**

Recording Date	07/15/1998
Land	\$815,652
Improvements	\$3,560,706
Personal Property	\$0
Fixtures	\$0
Homeowners' Exemption	\$0
Real Estate Exemption	\$0
Personal Property Exemption	\$0
Fixture Exemption	\$0

[Click Here for 2007 Annual Taxes](#)[Estimate Supplemental Taxes](#)**Property Boundary Description**

TR=10646 LEGAL DESC SEE DOC 2062567, 871231 PAR 3 POR OF LOT 2

Building Description(s)**Improvement 1**

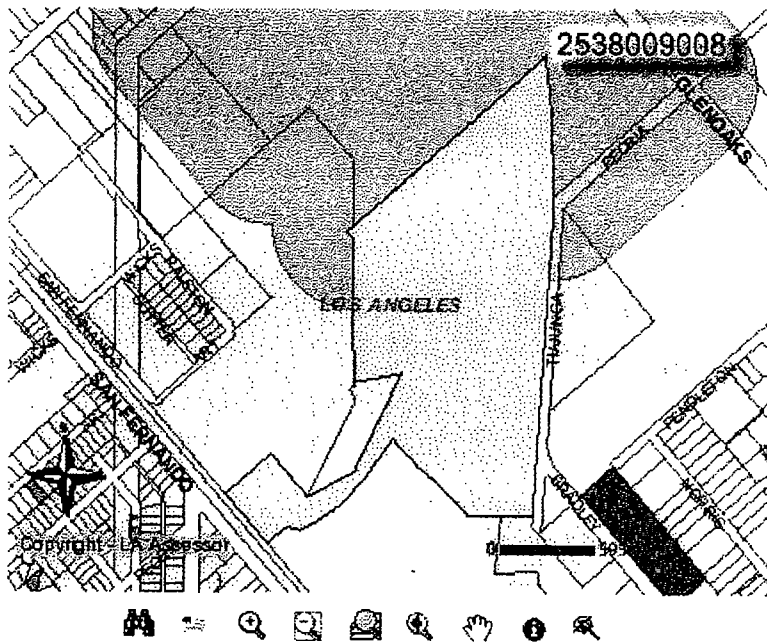
Square Footage	2,024
Year Built / Effective Year Built	1993 / 1993
Bedrooms / Bathrooms	0 / 0
Units	0

Improvement 2

Square Footage	4,200
Year Built / Effective Year Built	1993 / 1993
Bedrooms / Bathrooms	0 / 0
Units	0

[Click Here for Another Search](#)

9008

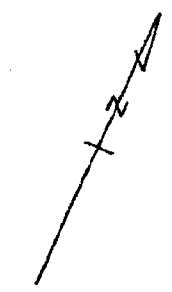


2538 | 9
 SCALE 1" = 300'

1992

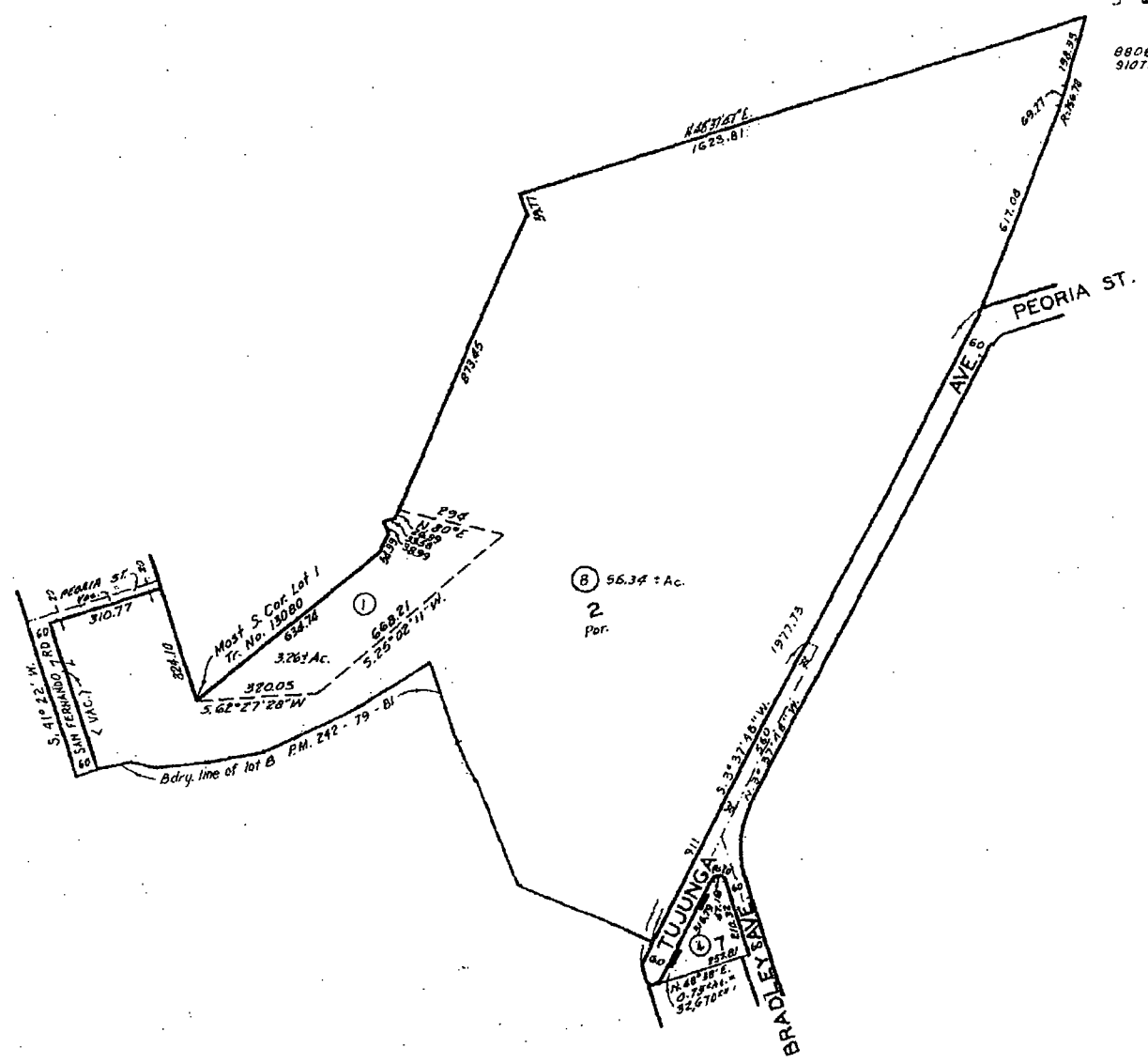
TRACT NO. 10646
 M.B. 174-34-35

TRACT NO. 9329
 M.B. 179-9-10



CODE
 13

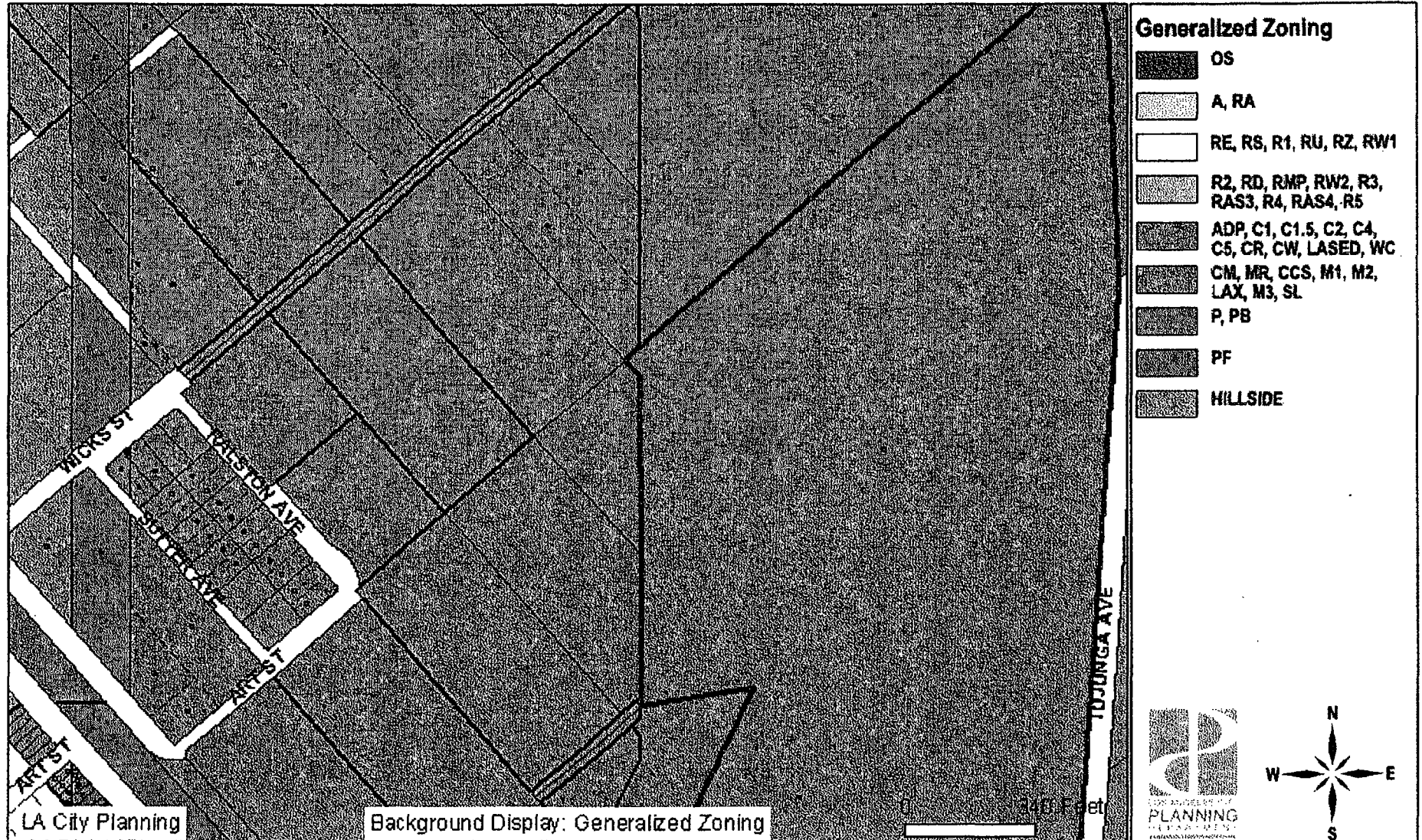
FOR PREV. ASSMT. SEE: 681-216 & 218



3-6-63 REVISE
 9-17-6
 870113407-8;
 88062308 008601
 91071711001001-36

ASSESSOR'S MAP
 COUNTY OF LOS ANGELES, CALIF.

900b



Address: No Address

APN: 2538009008

PIN #: 195B169 656

Tract: LOS ANGELES LAND AND WATER CO'S SUBDIVISION, PART OF MACLAY RANCHO

Block: None

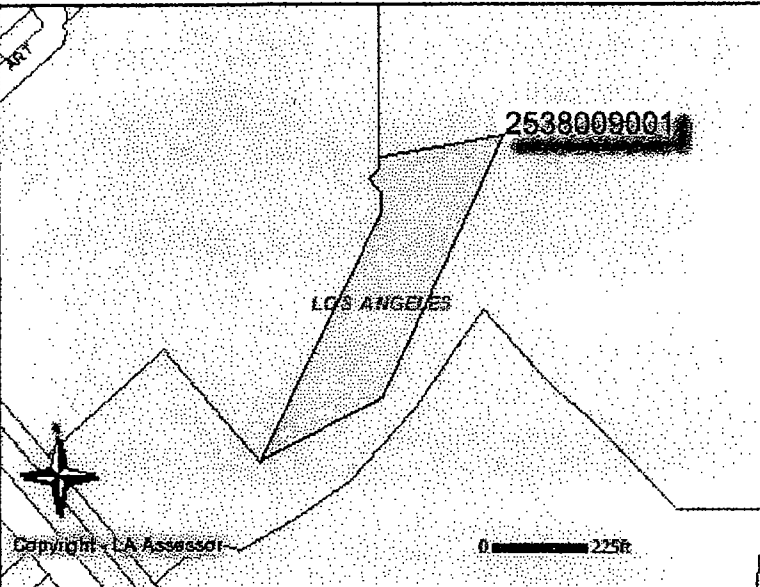

Lot: VAC 86-606504

Arb: None

General Plan: Heavy Manufacturing

9001

[Assessor's Home Page](#) [Search Menu](#) [Feedback](#) [Help/FAQs](#) [Property Assessor](#)



Records for this property are kept at the Hear
(How frequently is the information updated o

Property Information

Assessor's ID No.	2538-009-
Site Address	No Address Av
Property Type	Vacant Land
Region / Cluster	30 / 306
Tax Rate Area (TRA)	000

[Click Here to View Assessor's](#)
[Click Here to View Index Map](#)

Recent Sale Information

Latest Sale Date	
Indicated Sale Price	

[Search for Recent Sales](#)

2007 Roll Values

Recording Date	07/15/19
Land	\$47.7
Improvements	
Personal Property	
Fixtures	
Homeowners' Exemption	
Real Estate Exemption	
Personal Property Exemption	
Fixture Exemption	

[Click Here for 2007 Annual Tax](#)
[Estimate Supplemental Tax](#)

Property Boundary Description

TRACT # 10646 LOT COM AT MOST S COR OF
TH N 62°27'28" E 320.05 FT TH N 25°02'11" E 66
W 294 FT TO W LINE OF LOT 2 TH S THEREON
OF LOT 2

Building Description(s)

No building information is available for t

[Click Here for Another Search](#)

9001

Records for this property are kept at the Headquarters Office

(How frequently is the information updated on this site?)

Property Information

Assessor's ID No.	2538-009-001
Site Address	No Address Available
Property Type	Vacant Land
Region / Cluster	30 / 30604
Tax Rate Area (TRA)	00013

[Click Here to View Assessor's Map](#)[Click Here to View Index Map](#)**Recent Sale Information**

Latest Sale Date
Indicated Sale Price

[Search for Recent Sales](#)**2007 Roll Values**

Recording Date	07/15/1998
Land	\$47,196
Improvements	\$0
Personal Property	\$0
Fixtures	\$0
Homeowners' Exemption	\$0
Real Estate Exemption	\$0
Personal Property Exemption	\$0
Fixture Exemption	\$0

[Click Here for 2007 Annual Taxes](#)[Calculate Supplemental Taxes](#)**Property Boundary Description**

TRACT # 10646 LOT COM AT MOST S COR OF LOT 1 TR # 13080
TH N 62°27'28" E 320.05 FT TH N 25°02'11" E 668.21 FT TH S 80°
W 294 FT TO W LINE OF LOT 2 TH S THEREON TO BEG PART
OF LOT 2

Building Description(s)

No building information is available for this parcel.

[Click Here for Another Search](#)

SCALE 1" = 300'

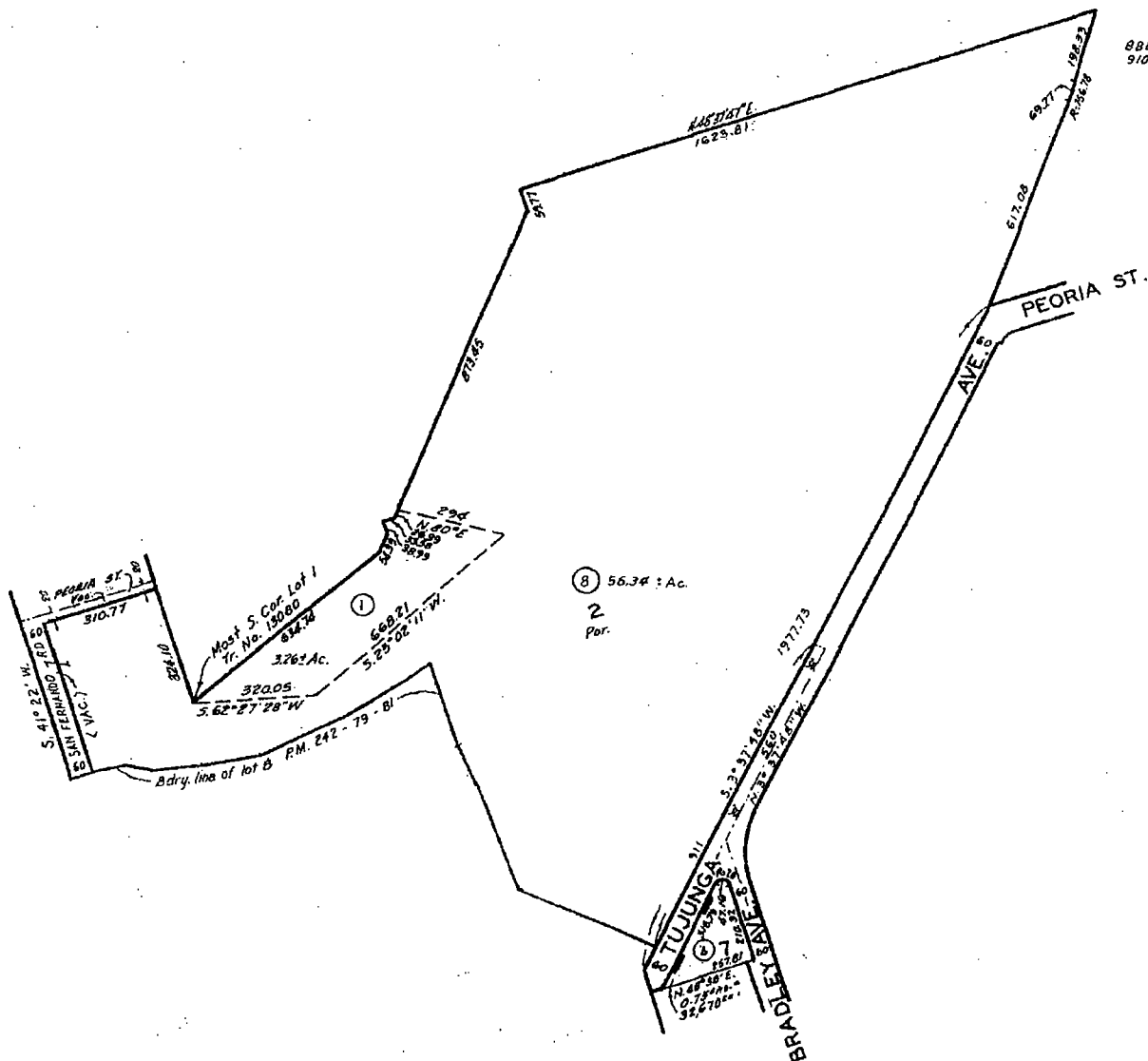
1992

TRACT NO. 10646
M. B. 174-34-35

TRACT_ NO_ 9329
M.B. 179-9-10

CODE
13

FOR PREV. ASSM'T. SEE: 681-216 & 218



3-6-63 REVISED
9-17-64
870113407-87
8806230800800;
91071711001001-30

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

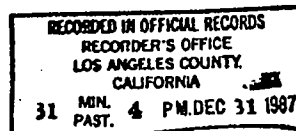
4001

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHER
WISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME VALLEY RECLAMATION COMPANY
c/o WASTE MANAGEMENT OF NORTH
ADDRESS 3001 Butterfield Rd. AMERICA
CITY & STATE Oakbrook, ILL 60521
ZIP Attn: Michael Slattery, Esq.

Title Order No. Exem. No.

87-2062565



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

FEE \$ 37.00 L

A.F.N.F. 7

The undersigned declares that the documentary transfer tax is \$ 9,775.20
☒ computed on the full value of the interest or property conveyed, or is
☐ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land,
tenements or realty is located in
☐ unincorporated area ☐ city of _____ and (44)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

R.E. ACCOMMODATION COMPANY

a corporation organized under the laws of the State of California
hereby GRANT(S) to

VALLEY RECLAMATION CO., a California corporation

the following described real property in the
County of Los Angeles

state of California:

As described in Exhibit "A" attached hereto and incorporated herein.

Dated December 23, 1987

STATE OF CALIFORNIA

SS

COUNTY OF ORANGE

On this the 23rd day of December 19 87
before me, the undersigned, a Notary Public in and for said County and
State, personally appeared Burleigh Brewer

personally known to me or proved to me on the basis of satisfactory
evidence to be the President, and

Tam Wilson

personally known to me or

proved to me on the basis of satisfactory evidence to be
Secretary of the corporation that executed the within instrument, per-
sonally known to me or proved to me on the basis of satisfactory
evidence to be the persons who executed the within instrument on
behalf of the corporation therein named, and acknowledged to me that
such corporation executed the within instrument pursuant to its by-laws
or a resolution of its board of directors

Karen L. May
Signature of Notary

R.E. Accommodation Company

By

By

FOR NOTARY SEAL OR STAMP



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE
Valley Reclamation Co., c/o Waste Management of No. America, Inc., 3001 Butterfield Rd.,

Name
CAL-2 (Rev. 9-82)

Street Address
Oakbrook, Illinois 60521, Attn: Micheal Slattery, Esq.

City & State

87 61727-6

EXHIBIT 'A'

DESCRIPTION

PARCEL 2:

Lots 6, 7, 9, 10, 11 and the Northeast one-half of Lot 8, all in Block 13 of Los Angeles Land and Water Company's Subdivision of a part of Macley Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18, of Maps, in the office of the County Recorder of said County.

EXCEPT the Northwest 492.30 feet of said lots.

PARCEL 2A:

The Southwesterly half of Lot 8 in Block 13 of Los Angeles Land and Water Company's Subdivision, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in the office of the said Recorder of said County.

EXCEPT the Northwestly 492.3 feet thereof.

PARCEL 2B:

Lots 18 to 24, inclusive, in Block 13 of Los Angeles Land and Water Company's Subdivision of a part of Macley Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in the office of the County Recorder of said County.

Together with a portion of Wicks Street and Wicks Place as vacated by Resolution To Vacate No. 85-01626, recorded on April 11, 1985, as Instrument No. 85-404554, Official Records.

EXCEPT those portions of said Lots 21, 22, 23 and 24 included within the lines of Tract No. 10729, as per map recorded in Book 174, Page 36, of Maps, Records of said County.

PARCEL 2C:

The Southwesterly half of Lot 17 in Block 13 of the Los Angeles Land and Water Company's Subdivision of a part of Macley Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in the office of the County Recorder of said County.

Together with a portion of Wicks Street as vacated by Resolution To Vacate No. 85-01626, recorded on April 11, 1985, as Instrument No. 85-404554, Official Records.

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PARCEL 2D:

The Northeasterly 155.25 feet of Lot 17 in Block 13 of the Los Angeles Land and Water Company's Subdivision of a part of MacIsay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in the office of the County Recorder of said County.

Together with a portion of Wicks Street as vacated by Resolution To Vacate No. 85-01626, recorded on April 11, 1985, as Instrument No. 85-404554, Official Records.

PARCEL 2E:

Lots 1 and 2 of Tract No. 26361, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 832, Pages 27 and 28 of Maps, in the office of the County Recorder of said County.

Together with a portion of Wicks Street as vacated by Resolution To Vacate No. 85-01626, recorded on April 11, 1985, as Instrument No. 85-404554, Official Records.

EXCEPT therefrom a strip of land 10 feet wide in Lot 2, Easterly of and adjacent to the Westerly line of said Lot 2 from the Northeasterly line of the lot to a line 32 feet Northeasterly of and parallel with the Southwesterly line of said lot; thence continuing Southeasterly 10 feet wide Northeasterly of and adjacent to the above described parallel line to its intersection with Wicks Avenue.

PARCEL 2F:

Lot 3 of Tract No. 26361, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 832, Pages 27 and 28 of Maps, in the office of the County Recorder of said County.

PARCEL 2G:

Lot 4 of Tract No. 26361, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 832, Pages 27 and 28 of Maps, in the office of the County Recorder of said County.

PARCEL 2H:

The Southwesterly 10 feet of Lot 1 of Tract No. 24119, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 629, Pages 21 and 22 of Maps, in the office of the County Recorder of said County.

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PARCEL 2I:

Lots 1 and 2 of Tract No. 24119, as per map recorded in Book 629, Pages 21 and 22 of Maps, together with a portion of Wicks Street as vacated by Resolution To Vacate No. 85-01626, recorded on April 11, 1985, as Instrument No. 85-404554, Official Records and Lot 1 of Tract No. 38698, as per map recorded in Book 989, Pages 17 and 18 of Maps, all in the City of Los Angeles, County of Los Angeles, State of California, in the office of the County Recorder of said County.

EXCEPT therefrom the Southwesterly 10 feet and Westerly 10 feet of Lot 1 of Tract No. 24119.

PARCEL 2J:

All of Tract No. 10729, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 174, Pages 36 and 37, of Maps, in the office of the County Recorder of said County.

EXCEPT that portion of said Tract No. 10729 included within the lines of Tract No. 18542, as per map recorded in Book 551, Pages 5 and 6 of Maps, Records of said County.

PARCEL 2K:

Lot 1 of Tract No. 18542, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 551, Pages 5 and 6 of Maps, in the office of the County Recorder of said County.

PARCEL 2L:

Lots 7 and 8 in Block 16 of the Los Angeles Land and Water Company's Subdivision of part of the Macley Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in the office of the County Recorder of said County.

EXCEPT that portion of said land included within the lines of Tract No. 10729, as per map recorded in Book 174, Pages 36 and 37 of Maps, Records of said County.

PARCEL 2M:

Lot 6 in Block 16 of the Los Angeles Land and Water Company's Subdivision of a part of Macley Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in the office of the County Recorder of said County.

Together with a portion of Wicks Street as vacated by Resolution To Vacate No. 85-01626, recorded on April 11, 1985, as Instrument No. 85-404554, Official Records.

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EXCEPT therefrom that portion thereof conveyed by the Fernando Valley Development Company to Los Angeles Land and Water Company, by deed recorded in Book 5889, Page 190 of Deeds, Records of said County.

PARCEL 2N:

Lot 5, Block 16 of the Los Angeles Land and Water Company's Subdivision of a part of MacLay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in the office of the County Recorder of said County.

Together with a portion of Wicks Street as vacated by Resolution To Vacate No. 85-01626, recorded on April 11, 1985, as Instrument No. 85-404554, Official Records.

PARCEL 2O:

Lots 16 and 17 in Block 16 of the Los Angeles Land and Water Company's Subdivision of a part of MacLay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in the office of the County Recorder of said County.

EXCEPTING therefrom those portions of said lots lying within the lines of Tract No. 10646, as per map recorded in Book 174, Pages 34 and 35 of Maps, in the office of the County Recorder of said County.

PARCEL 2P:

Lot 15 in Block 16 of the Los Angeles Land and Water Company's Subdivision of a part of MacLay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in the office of the County Recorder of said County.

PARCEL 2Q:

Lots 1, 2 and 3 of Tract No. 13080, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 253, Page 36 of Maps, in the office of the County Recorder of said County.

PARCEL 2R:

Lot 13, Block 16 of the Los Angeles Land and Water Company's Subdivision of a part of MacLay Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in the office of the County Recorder of said County.

EXCEPT that portion of said land included with Art Street as dedicated on the map of Tract No. 13080.

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PARCEL 26:

That portion of Lot 3 in Block 18 of the Los Angeles Land and Water Company's Subdivision of a part of Macley Rancho, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 17 and 18 of Maps, in the office of the County Recorder of said County, lying Northwesternly of the Northwesternly boundary line of the land first described in Parcel 2 of the deed to the Los Angeles Land and Water Company, recorded in Book 5889, Page 190 of Deeds, Records of said County.

PARCEL 27:

That portion of Lot 2 of Tract 10646, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 174, Pages 34 and 35 of Maps, in the office of the County Recorder of said County included within the following described boundaries:

Beginning at the Southwesterly terminus of that certain course in the Westerly boundary of said Lot 2 shown on the map of said Tract No. 10646 as having a bearing and length of "North 26° 02' 30" East 634.74 feet," thence along said Westerly boundary as follows: North 26° 02' 30" East 634.74 feet, North 0° 37' 30" West 34.39 feet and North 41° 22' West 38.99 feet to an angle point in said Westerly boundary; thence along the Northwesternly prolongation of the last mentioned courses North 41° 22' West 20.00 feet to the center line of said Peoria Street; thence along said centerline North 48° 38' 20" East 50.55 feet to the Westerly boundary of said Lot 2; thence North 80° 00' East 294.00 feet; thence South 25° 02' 11" West 668.21 feet; thence South 62° 27' 28" West 320.05 feet to the point of beginning.

EXCEPT that portion of said land included within the lines of Lot 3 of Tract No. 13080, as per map recorded in Book 253, Page 36 of Maps, in the office of the County Recorder of said County.

PARCEL 28:

Those portions of San Fernando Road, Art Street, and Peoria Street vacated by Resolution To : recorded on May 15, 1986, as Instrument No. 86-606504, Official Records.

EXCEPT therefrom that portion of said San Fernando Road (vacated) lying Southeasterly of the following described line:

Commencing at the intersection of the center line of Bradley Avenue, 60.00 feet wide, with the center line of Tujunga Avenue (formerly Farndale Avenue), 60.00 feet wide, as shown on map of Tract No. 10643, recorded in Book 174, Pages 34 and 35 of Maps, in the office of the County Recorder of said County; thence North 3° 37' 48" East along the center line of said Tujunga Avenue 560.00 feet; thence North 86° 22' 12" West 30.00 feet to the Westerly line of said Tujunga Avenue; thence South 3° 37' 48" West along said Westerly line 911.88 feet to the True Point of Beginning; thence North 89° 53' 46" West 407.65 feet; thence North 44° 53' 46" West 295.00 feet; thence North 50° 25' 46" West 120.23 feet; thence North 42° 40' 49" West 234.79 feet; thence South

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DESCRIPTION
Page 6

36° 11' 28" West 101.10 feet; thence South 34° 16' 03" West 169.07 feet;
thence South 41° 33' 37" West 233.44 feet; thence South 55° 54' 32" West
166.75 feet; thence South 60° 57' 12" West 130.63 feet; thence North 76° 22'
48" West 81.08 feet; thence South 54° 08' 42" West 99.31 feet to the
Northeasterly line of said San Fernando Road; thence South 48° 43' 31" West at
right angles to said Northeasterly line 60.00 feet to the Southwesterly line
of said San Fernando Road, said Southwesterly line also being the
Northeasterly line of the Southern Pacific Railroad Right-of-Way, 100.00 feet
wide.

87-2062565

LAW OFFICES

WYMAN, BAUTZER, CHRISTENSEN, KUCHEL & SILBERT

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

WASHINGTON, D.C.

900 NEW HAMPSHIRE AVENUE, N.W., SUITE 380

WASHINGTON, D.C. 20037

(202) 466-2222

TWO CENTURY PLAZA, FOURTEENTH FLOOR

2049 CENTURY PARK EAST

LOS ANGELES, CALIFORNIA 90067

(213) 556-8000 (213) 879-8000

CABLE ADDRESS: WYBAROK

NEWPORT BEACH

4100 MACARTHUR BOULEVARD

NEWPORT BEACH, CALIFORNIA 92660

(714) 253-4700

KENT S. BEYER

DIRECT DIAL NUMBER

January 13, 1987

Mr. Robert Coyle
District Manager
Waste Management of North America, Inc.
9200 Glenoaks Boulevard
Sun Valley, California 91352

Re: Purchase of Valley Reclamation Co.

Dear Bob:

Enclosed for execution by Mr. Pearre are the following documents:

1. Stock Certificate for 250 shares of Valley Reclamation Co.;
2. Unanimous Written Consent of Sole Shareholder of Valley Reclamation Co.; and
3. Safekeeping Agreement.

Please cause Mr. Pearre to execute the Stock Certificate both as President and Secretary and have him complete the necessary information for the Safekeeping Agreement before signing. Please return all originals to my attention.

Please call if you have any questions.

Very truly yours,



Kent S. Beyer

for WYMAN, BAUTZER, CHRISTENSEN, KUCHEL & SILBERT

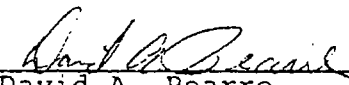
KSB:ml
Enclosures

MINUTES OF THE ACTION TAKEN BY
THE SOLE DIRECTOR OF
VALLEY RECLAMATION CO.
BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING

The following resolution was adopted by the sole director of VALLEY RECLAMATION CO., a California corporation, by unanimous written consent, without a meeting, pursuant to the provisions of the Corporation's By-laws permitting such action to be taken:

RESOLVED, That David A. Pearre, President, and Gary G. Goellner, Secretary, of this Corporation, and George W. Cosby, any two be and they are hereby authorized, together, to act as signatories on the Corporation's bank account with Security Pacific National Bank.

The undersigned, constituting all of the directors of VALLEY RECLAMATION CO., does hereby consent to the foregoing action this 31st day of December, 1986.


David A. Pearre

MINUTES OF THE ACTION TAKEN BY
THE SOLE DIRECTOR OF
VALLEY RECLAMATION CO.
BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF A MEETING

The following resolutions were adopted by the sole director of VALLEY RECLAMATION CO., a California corporation, by unanimous written consent, without a meeting, pursuant to the provisions of the Corporation's By-laws permitting such action to be taken:

RESOLVED, That David A. Pearre is hereby elected as President of the Corporation; and

RESOLVED FURTHER, That Gary G. Goellner is hereby elected as Secretary of the Corporation.

The undersigned, constituting all of the directors of VALLEY RECLAMATION CO., does hereby consent to the foregoing action this 31st day of December, 1986.



David A. Pearre

MINUTES OF SPECIAL MEETING OF
SOLE SHAREHOLDER OF
VALLEY RECLAMATION CO.
BY UNANIMOUS WRITTEN CONSENT

David A. Pearre, Trustee of Valley Reclamation Charitable Trust, the sole record owner of all of the 250 issued and outstanding shares of stock of this Corporation, who is duly authorized to represent the shares of this Corporation's stock owned by Valley Reclamation Charitable Trust, being all of the shares entitled to vote at a meeting of the shareholders of this Corporation, pursuant to the authority contained in the By-laws, does hereby adopt the following resolutions by unanimous written consent:

RESOLVED, That Article III, Section 2, of this Corporation's By-laws be and is hereby amended to read as follows:

"Section 2. NUMBER AND QUALIFICATION OF DIRECTORS.

"The authorized number of directors of the Corporation shall be one (1) until changed by amendment of the Articles of Incorporation or by a By-Laws amending this Section 2, duly adopted by the vote or written assents of the shareholders entitled to exercise a majority of the voting power of the Corporation.

"Directors need not be shareholders of the Corporation."

RESOLVED FURTHER, That David A. Pearre is hereby elected as the sole director of this Corporation, to serve in such capacity until the election and qualification of his successor.

Executed on December 31, 1986, at Los Angeles, California.

VALLEY RECLAMATION CHARITABLE TRUST

By David A. Pearre Trustee
David A. Pearre, Trustee

UNANIMOUS WRITTEN CONSENT
OF SOLE SHAREHOLDER OF
VALLEY RECLAMATION CO.

The undersigned, being the sole shareholder of Valley Reclamation Co., a California corporation (the "Company"), hereby consents to the adoption of the following resolutions without a meeting as of December 31, 1986:

Election of Director

RESOLVED, that Dave A. Pearre be elected as the sole director of the Company, to hold office until the next annual meeting and until his successors have been elected and qualified.

Election of Officers

RESOLVED, that the following persons are elected to the offices set forth opposite their name, to serve until further notice of the Board of Directors or until his successors are elected and qualified:

David A. Pearre	President
David A. Pearre	Treasurer
Gary G. Goellner	Secretary

CalMat Co. Agreements

RESOLVED, that the execution and delivery on behalf of the Company of the following documents be, and the same is, hereby authorized and approved:

1. Agreement of Purchase and Sale of Parcel 1 and Joint Escrow Instructions dated as of December 31, 1986 by and between the Company, as Buyer, and CalMat Co., a Delaware corporation ("CalMat"), as Seller.
2. Agreement of Purchase and Sale of Parcel 2 and Joint Escrow Instructions dated as of December 31, 1986 by and between the Company, as Buyer, and CalMat, as Seller.
3. Agreement of Purchase and Sale of Parcel 3 and Joint Escrow Instructions dated as of December 31, 1986 by and between the Company, as Buyer, and CalMat, as Seller.

CERTIFICATE OF TRUSTEE

The undersigned hereby certifies that the attached Declaration of Trust For Purchase of Stock of Valley Reclamation Co. and Distribution of Remaining Funds To Charity, dated December 30, 1986, is a true and accurate copy of said document.

Dated: February 19, 1987

David A. Pearre TTEE
David A. Pearre, Trustee

CERTIFICATE OF TRUSTEE

The undersigned hereby certifies that the attached Declaration of Trust For Purchase of Stock of Valley Reclamation Co. and Distribution of Remaining Funds To Charity, dated December 30, 1986, is a true and accurate copy of said document.

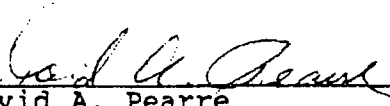
Dated: February 19, 1987

David A. Pearre, Trustee
David A. Pearre, Trustee

January 31, 1987

To Whom It May Concern:

I hereby tender my resignation effective January 31, 1987 as an officer and director of Valley Reclamation Co., a California corporation.



David A. Pearre

AGREEMENT OF PURCHASE AND SALE OF PARCEL 1
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE OF PARCEL 1 AND JOINT ESCROW INSTRUCTIONS (the "Agreement") is made and entered into as of this 31st day of December, 1986, by and between CALMAT CO., a Delaware corporation ("Seller"), and VALLEY RECLAMATION CO., a California corporation ("Buyer"), with reference to the following facts:

A. Seller is the owner of the Property, as herein-after defined.

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property on the terms and conditions set forth herein.

C. Concurrently herewith, Buyer and Seller have also entered into that certain Reciprocal Easement Agreement (the "Easement Agreement"), even date herewith, relating to the Land (as hereinafter defined), and other real property owned by Seller.

D. Concurrently herewith, Buyer and Seller have also entered into that Certain Agreement of Purchase and Sale of Parcel 2 and Joint Escrow Instructions, of even date herewith, pertaining to the property more particularly described therein (the "Parcel 2 Agreement")

E. Concurrently herewith, Buyer and Seller have also entered into that Certain Agreement of Purchase and Sale of Parcel 3 and Joint Escrow Instructions, of even date herewith, pertaining to the property more particularly described therein.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual agreements herein set forth, and other valuable consideration, receipt of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I

PROPERTY

Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1 Land. That certain land outlined on Exhibit A hereto (the "Land"); provided, however, that it is understood and agreed that the precise description of the Land is subject to the review and approval of Buyer based upon the items to be provided pursuant to Section 4.1(c) hereof;

1.2 Appurtenances. All rights, privileges and easements appurtenant to the Land, including, without limitation, all minerals, oil, gas and other hydrocarbon

substances on and under the Land (if owned by Seller), as well as all development rights, air rights, water, water rights and water stock (if any) relating to the Land and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Land (all of which are collectively referred to as the "Appurtenances");

1.3 Improvements. All improvements and fixtures located on the Land, including, without limitation, all buildings and structures presently located on the Land (all of which are collectively referred to as the "Improvements");

1.4 Personal Property. All personal property of Seller, if any, located on or in or used in connection with the Land and/or the Improvements (except for the conveyor system running across the Land and used by Seller in connection with its operation on real property adjacent to the Land), including without limitation the personal property described in Exhibit B hereto (the "Personal Property"); and

1.5 Intangible Property. All right, title and interest of Seller in and to any and all intangible personal property now or through the Closing Date (as hereinafter defined) owned by Seller, if any, and used in the ownership, use and operation of the Land, Improvements and/or Personal Property, including, without limitation, the right to use any trade name now used in connection with the Land or the Improvements and, to the extent that the same are approved by Buyer pursuant to the provisions of this Agreement, any and all contracts and lease rights, agreements, utility contracts and other rights relating to the ownership, use and operation of all or any part of the Property, including without limitation the intangible personal property described in Exhibit C hereto (all of which are collectively referred to as the "Intangible Property").

The items described in Sections 1.1, 1.2, 1.3, 1.4 and 1.5 above are herein sometimes referred to collectively as the "Property." The items described in Sections 1.1, 1.2, and 1.3 are herein sometimes referred to collectively as the "Real Property."

ARTICLE II

PURCHASE PRICE

2.1 Purchase Price. The total purchase price for the Property shall be determined by multiplying the sum of \$12,500,000 by a fraction, the numerator of which is the total square footage of the Land as set forth in the survey to be provided pursuant to Section 4.1(c)(2) hereof and the denominator of which is the sum of the total square footage of the Land as set forth in the survey to be provided pursuant to Section 4.1(c)(2) hereof and the total square footage of the "Land" as defined in the Parcel 2 Agreement as set forth in the survey to be provided pursuant to Section 4.1(c)(2) of the Parcel 2 Agreement (the "Purchase

Price"). The Purchase Price shall be subject to the closing adjustments set forth in Article V.

2.2 Payment of Purchase Price. The Purchase Price shall be deposited by Buyer with Safeco Title Insurance Company ("Escrow Holder"), 13640 Roscoe Boulevard, Panorama City, California 91409, on or before the Closing Date (as hereinafter defined) by wire transfer or cashier's check.

In the event the sale of the Property as contemplated hereunder is consummated, such amounts to be paid as set forth herein shall be credited towards the Purchase Price. In the event the sale of the Property is not consummated because of the failure of any condition or any other reason, all such amounts shall immediately be returned to Buyer.

ARTICLE III

TITLE TO PROPERTY

3.1 Title. At the Closing (as hereinafter defined), Seller shall convey to Buyer marketable and insurable fee simple title to the Real Property, by duly executed and acknowledged grant deed in the form of Exhibit D hereto (the "Deed"). Evidence of delivery of marketable and insurable fee simple title shall be the issuance by Safeco Title Insurance Company (the "Title Company") of an ALTA Owner's Policy of Title Insurance (Form B, Rev. 10/17/77) in the full amount of the Purchase Price, insuring fee simple title to the Land, the Appurtenances and the Improvements, in Buyer, subject only to such exceptions as Buyer shall approve pursuant to Section 4.1(c), and shall contain such endorsements as Buyer may require.

3.2 Bill of Sale. At the Closing, Seller shall transfer title to the Personal Property, if any, by a bill of sale in the form of Exhibit E hereto (the "Bill of Sale"), free of any liens, encumbrances or interests of third parties.

3.3 Assignment of Intangible Property. At the Closing, Seller shall transfer all of its right, title and interest in and to all (i) Service Contracts (as hereinafter defined); (ii) all Intangible Property; and (iii) any warranties and guarantees, if any, which Buyer elects to assume in its sole and absolute discretion, by an Assignment of Service Contracts, Intangible Property, Warranties and Guarantees, in the form of Exhibit F hereto (the "Assignment of Service Contracts, Intangible Property, Warranties and Guarantees"), free and clear of any liens, encumbrances or interests of third parties.

ARTICLE IV

CONDITIONS TO CLOSING

4.1 Buyer's Conditions. The following conditions are conditions precedent to Buyer's obligation to purchase the Property:

(a) Tenant Estoppel Certificates. Seller obtaining and delivering to Buyer tenant estoppel certificates in form and substance satisfactory to Buyer from any and all tenants occupying any portion of the Property (the "Tenant Estoppel Certificates") not later than twenty (20) days prior to the Closing Date. The Tenant Estoppel Certificates shall be in substantially the form of Exhibit G hereto and shall be dated no earlier than thirty (30) days prior to the Closing Date.

(b) Representations and Warranties. All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement, including, without limitation, those set forth in Article X hereof.

(c) Title. Not later than twenty (20) days following the date first above written Seller shall deliver to Buyer, at Seller's sole cost and expense, all of the following:

(1) a current extended coverage preliminary title report on the Real Property, accompanied by copies of all documents referred to in the report;

(2) an "as-built" survey of the Real Property by a licensed surveyor or civil engineer who is reasonably acceptable to Buyer. Said survey shall be acceptable to, and certified to, Buyer and in sufficient detail to provide the basis for an ALTA Owner's Policy of Title Insurance without boundary, encroachment or survey exceptions, and shall show the location of all easements, including that certain easement created of even date herewith and more particularly described in the Easement Agreement, and improvements (including underground improvements), and any and all other pertinent information with respect to the Property. The survey shall also indicate the total acreage and total square footage of the Land and any encroachments of improvements onto easements or onto adjacent properties or certify to their absence and shall indicate the presence of improvements and easements on property adjoining the Land if located within five (5) feet of the boundaries of the Land; and

(3) copies of all existing and proposed easements, covenants, restrictions, agreements or other documents which affect the Property and which are not disclosed by the preliminary title report, or, if no such documents exist, a certification of Seller to that effect. Title to the Real Property shall be subject only to such exceptions as Buyer shall approve in Buyer's sole and absolute discretion. Buyer shall advise Seller within ten (10) days after the later of actual receipt of all of the foregoing or the date first above written, what exceptions to title, if any, will be accepted by Buyer. Seller shall have five (5) business days after receipt of Buyer's objections to give Buyer notice: (i) that Seller will remove any objectionable exceptions from title and provide Buyer with

evidence satisfactory to Buyer of such removal, or provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the Closing; or (ii) that Seller elects not to cause such exceptions to be removed. If Seller gives Buyer notice under clause (ii), Buyer shall have five (5) business days to elect to proceed with the purchase and take the Property subject to such exceptions, or to terminate this Agreement. If Buyer shall fail to give Seller notice of its election within said five (5) business days, Buyer shall be deemed to have elected to terminate this Agreement, each party shall bear their own costs incurred under this Agreement, and all other sums deposited by Buyer with Escrow Holder shall immediately be returned to Buyer. If Seller shall give notice pursuant to clause (i) and shall fail to remove any such objectionable exceptions from title prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Seller shall be in default hereunder and, without limiting Buyer's rights and remedies against Seller, Buyer may elect to terminate this Agreement and Seller shall be liable for all of Buyer's damages, including, without limitation, Buyer's costs and expenses incurred hereunder, including, without limitation, title and escrow costs and reasonable attorneys' fees and expenses. If for any reason Buyer disapproves of title to the Real Property as herein provided, then, in addition to all of Buyer's other rights and remedies, whether provided for herein or otherwise at law or in equity, it is understood and agreed that Seller shall have the absolute and unconditional obligation to immediately repurchase all of the issued and outstanding shares of capital stock of Buyer from David A. Pearre, as trustee (the "Trustee") under the Declaration of Trust For Purchase of Stock of Valley Reclamation Co. and Distribution of Remaining Funds to Charity, dated December 30, 1986, or his successor or assignee, for \$48,400,000 (less any amounts necessary to compensate Seller for any diminution in the net worth of Buyer caused by any act or omission of the Trustee or the Buyer since the Time of Closing of the Stock Purchase Agreement; provided that any such reduction in price shall not include any diminution caused by any failure of Seller to use its best efforts under paragraph 1 of the Management Agreement, as hereinafter defined), and the Trustee, or his successor or assignee shall deliver to Seller duly executed certificates in valid form evidencing all of the issued and outstanding shares of the capital stock of Buyer, duly endorsed in blank or accompanied by duly executed stock powers with the requisite stock transfer stamps, if any, attached.

(d) Service Contracts. Not later than twenty (20) days following the date first above written, Seller shall deliver to Buyer, at Seller's sole cost and expense, all design contracts, space planning contracts, construction contracts, subcontracts and purchase orders, utility contracts, water and sewer service contracts, other service contracts of any nature, maintenance contracts, management contracts, mortgage documents, certificates of occupancy, warranties, permits, soils reports, insurance policies, and other contracts or documents, if any, of any nature relating to the Property (the "Service Contracts"). Buyer shall have ten (10) business days after the later of actual receipt of

Issuing Office: **CHICAGO**
Title Company
300 SOUTH GRAND, SUITE 700
LOS ANGELES, CA 90071
(213) 617-6300

WASTE MANAGEMENT
9188 GLEN OAKS BLVD. 3RD FL.
SUN VALLEY, CALIFORNIA 91352

FAX:

ATTN: CLAUDIA LEVIN

Your Ref:
Order Ref: VALLEY RECLAMATION
Order No: 9201440 -62

Dated as of February 4, 1992 at 7:30 A.M.

In response to the above referenced application for a policy of title insurance, **CHICAGO TITLE COMPANY** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception in Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached list. Copies of the policy forms should be read. They are available from the office which issued this report.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

The form of policy of title insurance contemplated by this report is:

	Standard Coverage	Extended Coverage
California Land Title Association Standard Coverage Policy	<input type="checkbox"/>	<input type="checkbox"/>
American Land Title Association Owner's Policy	<input type="checkbox"/>	<input type="checkbox"/>
A.L.T.A. Residential Title Insurance Policy	<input type="checkbox"/>	<input type="checkbox"/>
American Land Title Association Loan Policy	<input type="checkbox"/>	<input type="checkbox"/>
Other: MISCELLANEOUS TITLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Title Officer, HOFFMAN/KLEIN 617-6394

SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

2. Title to said estate or interest at the date hereof is vested in:

VALLEY RECLAMATION CO., A CALIFORNIA CORPORATION.

3. The land referred to in this report is situated in the State of California,
County of LOS ANGELES and is described as follows:

AS DESCRIBED IN EXHIBIT ATTACHED HERETO

DESCRIPTION

1

PARCEL 2

LOTS 6, 7, 9, 10, 11 AND THE NORTHEAST ONE-HALF OF LOT 8, ALL IN BLOCK 13 OF LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHWEST 492.30 FEET OF SAID LOTS.

PARCEL 2A:

THE SOUTHWESTERLY HALF OF LOT 8 IN BLOCK 13 OF LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHWESTERLY 492.3 FEET THEREOF.

PARCEL 2B:

LOTS 18 AND 24, INCLUSIVE, IN BLOCK 13 OF LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH A PORTION OF WICKS STREET AND WICKS PLACE AS VACATED BY RESOLUTION TO VACATE NO. 85-01626, RECORDED ON APRIL 11, 1985 AS INSTRUMENT NO. 85-404554, OFFICIAL RECORDS.

EXCEPT THOSE PORTIONS OF SAID LOTS 21, 22, 23 AND 24, INCLUDED WITHIN THE LINES OF TRACT NO. 10729, AS PER MAP RECORDED IN BOOK 174 PAGE 36 OF MAPS, RECORDS OF SAID COUNTY.

PARCEL 2C:

THE SOUTHWESTERLY HALF OF LOT 17 IN BLOCK 13 OF LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH A PORTION OF WICKS STREET AS VACATED BY RESOLUTION TO VACATE NO. 85-01626, RECORDED ON APRIL 11, 1985 AS INSTRUMENT NO. 85-404554, OFFICIAL RECORDS.

PARCEL 2D:

THE NORTHEASTERLY 155.25 FEET OF LOT 17 IN BLOCK 13 OF LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION

TOGETHER WITH A PORTION OF WICKS STREET AS VACATED BY RESOLUTION TO VACATE NO. 85-01626, RECORDED ON APRIL 11, 1985 AS INSTRUMENT NO. 85-404554, OFFICIAL RECORDS.

PARCEL 2E:

LOTS 1 AND 2 OF TRACT NO. 26361, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 832 PAGES 27 AND 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH A PORTION OF WICKS STREET AS VACATED BY RESOLUTION TO VACATE NO. 85-01626, RECORDED ON APRIL 11, 1985 AS INSTRUMENT NO. 85-404554, OFFICIAL RECORDS.

EXCEPT THEREFROM A STRIP OF LAND 10 FEET WIDE IN LOT 2, EASTERLY OF AND ADJACENT TO THE WESTERLY LINE OF SAID LOT 2 FROM THE NORTHEASTERLY LINE OF THE LOT TO A LINE 32 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT; THENCE CONTINUING SOUTHEASTERLY 10 FEET WIDE NORTHEASTERLY OF AND ADJACENT TO THE ABOVE DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH WICKS AVENUE.

PARCEL 2F:

LOT 3 OF TRACT NO. 26361, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 832 PAGE 27 AND 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2G:

LOT 4 OF TRACT NO. 26361, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 832 PAGES 27 AND 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2H:

THE SOUTHWESTERLY 10 FEET OF LOT 1 OF TRACT NO. 24119, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 629 PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2I:

LOTS 1 AND 2 OF TRACT NO. 24119 AS PER MAP RECORDED IN BOOK 629 PAGES 21 AND 22 OF MAPS, TOGETHER WITH A PORTION OF WICKS STREET AS VACATED BY RESOLUTION TO VACATE NO. 85-01626, RECORDED ON APRIL 11, 1985 AS INSTRUMENT NO. 85-404554, OFFICIAL RECORDS AND LOT 1 OF TRACT NO. 38698, AS PER MAP RECORDED IN BOOK IN BOOK 989 PAGES 17 AND 18 OF MAPS, ALL IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHWESTERLY 10 FEET AND WESTERLY 10 FEET OF LOT 1 OF TRACT

DESCRIPTION

NO. 24119.

PARCEL 2J:

ALL OF TRACT NO. 10729, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 174 PAGES 36 AND 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID TRACT NO. 10729, INCLUDED WITHIN THE LINES OF TRACT NO. 18542, AS PER MAP RECORDED IN BOOK 551 PAGES 5 AND 6 OF MAPS, RECORDS OF SAID COUNTY.

PARCEL 2K:

LOT 1 OF TRACT NO. 18542, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 551 PAGE 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2L:

LOTS 7 AND 8 IN BLOCK 16 OF THE LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF PART OF THE MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF TRACT NO. 10729, AS PER MAP RECORDED IN BOOK 174 PAGES 36 AND 37 OF MAPS, RECORDS OF SAID COUNTY.

PARCEL 2M:

LOT 6 IN BLOCK 16 OF THE LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH A PORTION OF WICKS STREET AS VACATED BY RESOLUTION TO VACATE NO. 85-01626, RECORDED ON APRIL 11, 1985 AS INSTRUMENT NO. 85-404554, OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION THEREOF CONVEYED TO THE FERNANDO VALLEY DEVELOPMENT COMPANY TO LOS ANGELES LAND AND WATER COMPANY, BY DEED RECORDED IN BOOK 5889 PAGE 190 OF DEEDS, RECORDS OF SAID COUNTY.

PARCEL 2N:

LOTS 5, BLOCK 16 OF THE LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF THE MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH A PORTION OF WICKS STREET AS VACATED BY RESOLUTION TO VACATE NO.

DESCRIPTION

85-01626, RECORDED ON APRIL 11, 1985 AS INSTRUMENT NO. 85-404554, OFFICIAL RECORDS.

PARCEL 20:

LOTS 16 AND 17 IN BLOCK 16 OF THE LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF THE MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS LYING WITHIN THE LINES OF TRACT NO. 10646, AS PER MAP RECORDED IN BOOK 174 PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2P:

LOTS 15 IN BLOCK 16 OF THE LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF THE MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2Q:

LOTS 1, 2 AND 3 OF TRACT NO. 13080, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 253 PAGE 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2R:

LOTS 13, BLOCK 16 OF THE LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF THE MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND INCLUDED WITH ART STREET AS DEDICATED ON THE MAP OF TRACT NO. 13080.

PARCEL 2S:

THAT PORTION OF LOT 3 IN BLOCK 18 OF THE LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE LAND FIRST DESCRIBED IN PARCEL 2 OF THE DEED TO THE LOS ANGELES LAND AND WATER COMPANY, RECORDED IN BOOK 5889 PAGE 190 OF DEEDS, RECORDS OF SAID COUNTY.

PARCEL 2T:

THAT PORTION OF LOT 2 OF TRACT 10646, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 174 PAGES 34 AND 35 OF

DESCRIPTION

MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF SAID LOT 2 SHOWN ON THE MAP OF SAID TRACT NO. 10646 AS HAVING A BEARING AND LENGTH OF "NORTH 26 DEGREES 02 MINUTES 30 SECONDS EAST 634.74 <FT"; THENCE ALONG SAID WESTERLY BOUNDARY AS FOLLOWS: NORTH 26 DEGREES 02 MINUTES 30 SECONDS EAST 634.74 FEET, NORTH 0 DEGREES 37 MINUTES 30 SECONDS WEST 54.39 FEET AND NORTH 41 DEGREES 22 MINUTES WEST 38.99 FEET TO AN ANGLE POINT IN SAID WESTERLY BOUNDARY; THENCE ALONG THE NORTHWESTERLY PROLONGATION OF THE LAST MENTIONED COURSES, NORTH 41 DEGREES 22 MINUTES WEST 20.00 FEET TO THE CENTER LINE OF SAID PEORIA STREET; THENCE ALONG SAID CENTERLINE NORTH 48 DEGREES 38 MINUTES 20 SECONDS EAST 50.55 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 2; THENCE NORTH 80 DEGREES 00 MINUTES EAST 294.00 FEET; THENCE SOUTH 25 DEGREES 02 MINUTES 11 SECONDS WEST 668.21 FEET; THENCE SOUTH 62 DEGREES 27 MINUTES 28 SECONDS WEST 320.05 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF LOT 3 OF TRACT NO. 13080, AS PER MAP RECORDED IN BOOK 253 PAGE 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2U:

THOSE PORTIONS OF SAN FERNANDO ROAD, ART STREET, AND PEORIA STREET VACATED BY RESOLUTION TO VACATE, RECORDED ON MAY 15, 1986 AS INSTRUMENT NO. 86-606504, OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION OF SAID SAN FERNANDO ROAD (VACATED) LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF BRADLEY AVENUE, 60.00 FEET WIDE, WITH THE CENTER LINE OF TUJUNGA AVENUE (FORMERLY FARMDALE AVENUE), 60.00 FEET WIDE, AS SHOWN ON MAP OF TRACT NO. 10643, RECORDED IN BOOK 174 PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 3 DEGREES 37 MINUTES 48 SECONDS EAST ALONG THE CENTER LINE OF SAID TUJUNGA AVENUE, 560.00 FEET; THENCE NORTH 86 DEGREES 22 MINUTES 12 SECONDS WEST 30.00 FEET TO THE WESTERLY LINE OF SAID TUJUNGA AVENUE; THENCE SOUTH 3 DEGREES 37 MINUTES 48 SECONDS WEST ALONG SAID WESTERLY LINE, 911.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 46 SECONDS WEST 407.65 FEET; THENCE NORTH 44 DEGREES 53 MINUTES 46 SECONDS WEST 295.00 FEET; THENCE NORTH 50 DEGREES 25 MINUTES 46 SECONDS WEST 120.23 FEET; THENCE NORTH 42 DEGREES 40 MINUTES 49 SECONDS WEST 234.79 FEET; THENCE SOUTH 36 DEGREES 11 MINUTES 28 SECONDS WEST 103.10 FEET; THENCE SOUTH 34 DEGREES 16 MINUTES 03 SECONDS WEST 169.07 FEET; THENCE SOUTH 41 DEGREES 33 MINUTES 37 SECONDS WEST 233.44 FEET; THENCE SOUTH 55 DEGREES 54 MINUTES 32 SECONDS WEST 166.75 FEET; THENCE SOUTH 60 DEGREES 57 MINUTES 12 SECONDS WEST 130.65 FEET; THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST 81.08 FEET; THENCE SOUTH 54 DEGREES 08 MINUTES 42 SECONDS WEST 99.31 FEET TO THE NORTHEASTERLY LINE OF SAID SAN FERNANDO ROAD; THENCE SOUTH 48 DEGREES 43 MINUTES 31 SECONDS WEST AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE, 60.00 FEET TO THE SOUTHWESTERLY LINE OF SAID SAN FERNANDO ROAD, SAID SOUTHWESTERLY LINE ALSO BEING THE NORTHEASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY,

DESCRIPTION

100.00 FEET WIDE.

SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this report would be as follows:

A 1. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992

1ST INSTALLMENT: \$118.22 (PAID)
2ND INSTALLMENT: \$118.21
PENALTY AND COST: \$21.82 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 2538-002-031

AFFECTS: PARCEL 2F.

C 2. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992

1ST INSTALLMENT: \$482.67 (PAID)
2ND INSTALLMENT: \$482.66
PENALTY AND COST: \$58.27 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 2538-002-032

AFFECTS: PARCEL 2G.

E 3. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992

1ST INSTALLMENT: \$72.89 (PAID)
2ND INSTALLMENT: \$72.88
PENALTY AND COST: \$17.29 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 2538-002-033

AFFECTS: A PORTION OF PARCEL 2E.

G 4. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992

1ST INSTALLMENT: \$1,655.83 (PAID)

SCHEDULE B
(continued)

2ND INSTALLMENT: \$1,655.83
PENALTY AND COST: \$175.58 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 2538-002-039

AFFECTS: A PORTION OF PARCEL 2E.

- I 5. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992

1ST INSTALLMENT: \$2,466.78 (PAID)
2ND INSTALLMENT: \$2,466.77
PENALTY AND COST: \$256.68 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 2538-003-039

AFFECTS: PARCELS 2C, 2D, 2H AND A PORTION OF PARCEL 2I.

- K 6. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992

1ST INSTALLMENT: \$16,207.64 (PAID)
2ND INSTALLMENT: \$16,207.63
PENALTY AND COST: \$1,630.76 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 2538-006-004

AFFECTS: PARCELS 2, 2A, 2B, 2J, 2K AND 2L.

- M 7. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992.

1ST INSTALLMENT: \$984.02
PENALTY: \$98.40 (DUE AFTER DECEMBER 10)
2ND INSTALLMENT: \$984.02
PENALTY AND COST: \$108.40 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013

SCHEDULE B
(continued)

ASSESSMENT NO: 2538-007-018

AFFECTS: A PORTION OF PARCEL 2I.

- 0 8. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992

1ST INSTALLMENT: \$1,939.33 (PAID)
2ND INSTALLMENT: \$1,939.31
PENALTY AND COST: \$203.93 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 2538-007-020

AFFECTS: A PORTION OF PARCEL 2E.

- Q 9. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992

1ST INSTALLMENT: \$15,014.21 (PAID)
2ND INSTALLMENT: \$15,014.19
PENALTY AND COST: \$1,511.42 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 2538-007-022

AFFECTS: PARCELS 2M, 2N, 2O, 2P, 2Q, 2R, 2S, 2U AND A PORTION OF PARCEL 2I.

- S 10. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992

1ST INSTALLMENT: \$27.59 (PAID)
2ND INSTALLMENT: \$27.59
PENALTY AND COST: \$12.76 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 8900-762-914

AFFECTS: PARCELS 2M, 2N, 2O, 2P, 2Q, 2R, 2S, 2U AND A PORTION OF PARCEL 2I.

SCHEDULE B
(continued)

- U 11. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992

1ST INSTALLMENT: \$1,453.61 (PAID)
2ND INSTALLMENT: \$1,453.60
PENALTY AND COST: \$155.36 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 2538-009-001

AFFECTS: PARCEL 2T.

- W 12. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

- X 13. IF REAL PROPERTY TAXES ARE TO BE ADVANCED THROUGH THIS ORDER IN A TIMELY AND EFFICIENT MANNER, THIS OFFICE SHOULD BE SENT THE ORIGINAL TAX BILLS WHICH ARE IN THE POSSESSION OF THE OWNER(S) PRIOR TO THE CLOSE OF THIS TRANSACTION AND/OR FIVE DAYS PRIOR TO THE DUE DATE. THIS GREATLY MINIMIZES MISPOSTINGS AND REDUCES FUTURE COMPLAINTS TO THE ESCROW AND TITLE COMPANY.

SUBESCROW FUNDS WILL BE USED TO PAY ANY TAXES THAT WILL BE ADVANCED THROUGH THIS TRANSACTION. IF NO SUBESCROW IS CONTEMPLATED, THEN PRIOR TO CLOSING, CHICAGO TITLE MUST BE PROVIDED WITH A CHECK FROM THE ESCROW TO PAY THE TAXES. THE CHECK MUST BE MADE PAYABLE TO "LOS ANGELES COUNTY TAX COLLECTOR". ONLY ESCROW CHECKS OR CERTIFIED FUNDS WILL BE ACCEPTED.

- Y 14. ANY INTEREST OF THE PERSON(S) SHOWN BELOW WHOSE POSSIBLE INTEREST IS DISCLOSED BY REASON OF THEIR BEING SHOWN AS ASSESSED OWNER(S) OF SAID LAND ON THE COUNTY SECURED TAX ROLLS.

NAME: CONROCK CO.

AFFECTS: LOT 1, TRACT 38698 OF PARCEL 2I.

- AA 15. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

GRANTED TO: TUJUNGA WATER AND POWER COMPANY
PURPOSE: PIPELINES
RECORDED: IN BOOK 4985 PAGE 1 OF DEEDS
AFFECTS: PARCEL 2.

SCHEDULE B
(continued)

- AB 16. AN UNRECORDED EASEMENT IN FAVOR OF PACIFIC LIGHT AND POWER COMPANY, AS DISCLOSED IN DEED FROM LOS ANGELES LAND AND WATER COMPANY, RECORDED JULY 25, 1913 IN BOOK 5539 PAGE 209 OF DEEDS.

AFFECTS: PARCELS 2J, 2L AND 2T AND OTHER PROPERTY.

- AD 17. AN UNRECORDED AGREEMENT WITH THE SOUTHERN PACIFIC RAILROAD COMPANY RELATING TO THE MAINTENANCE OF A LEVEE AS REFERRED TO IN THE DEED DATED JUNE 27, 1913, EXECUTED BY LOS ANGELES LAND AND WATER COMPANY TO FERNANDO VALLEY DEVELOPMENT CO., RECORDED IN BOOK 5539 PAGE 209 OF DEEDS.

AFFECTS: PARCEL 2J, 2L AND 2T AND OTHER PROPERTY.

- AF 18. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

PURPOSE: PIPELINES AND WATER
RECORDED: IN BOOK 6258 PAGE 273 OF DEEDS
AFFECTS: PARCEL 2.

- AG 19. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

PURPOSE: PIPELINES AND WATER
RECORDED: IN BOOK 6375 PAGE 345 OF DEEDS
AFFECTS: PARCEL 2.

- AH 20. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

GRANTED TO: POLY-RESINS
PURPOSE: RIGHT OF WAY FOR ROAD, INGRESS AND EGRESS AND PUBLIC UTILITY
RECORDED: OCTOBER 7, 1953 AS INSTRUMENT NO. 634 IN BOOK 42865 PAGE 261, OFFICIAL RECORDS
AFFECTS: NORTHEASTERLY 20 FEET OF PARCEL 2D.

- AI 21. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

GRANTED TO: POLY RESINS

SCHEDULE B
(continued)

PURPOSE: INGRESS, EGRESS, ROADWAY AND UTILITY
RECORDED: FEBRUARY 17, 1964 AS INSTRUMENT NO. 616 IN BOOK
D-2360 PAGE 778, OFFICIAL RECORDS
AFFECTS: A 10 FEET WIDE STRIP IMMEDIATELY ADJOINING AND
CONTIGUOUS NORTHEASTERLY TO THE SOUTHWESTERLY AND
WESTERLY LINES OF SAID LOT 1 OF SAID TRACT 24119,
BEING A PORTION OF PARCEL 2I.

AJ 22. PROVISIONS, HEREIN RECITED, OF THE DEDICATION STATEMENT ON THE

MAP OF: TRACT NO. 24119
PROVISIONS: THE OFFER OF THE PORTION OF SAID LAND DELINEATED ON
SAID MAP FOR FUTURE STREET OR ALLEY AND RESTRICT
THE USE THEREOF.

AFFECTS: SAID LAND.

AL 23. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS
SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT
OWNERSHIP OF SAID EASEMENT)

GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY
PURPOSE: PUBLIC UTILITIES
RECORDED: DECEMBER 17, 1964 AS INSTRUMENT NO. 5558
AFFECTS: NORTHEASTERLY AND EASTERLY 10 FEET OF THE
SOUTHWESTERLY AND WESTERLY 20 FEET OF LOT 1, TRACT
24119.

AFFECTS: PARCELS 2H AND 2I.

AN 24. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS
THEREIN

EXECUTED BY: LIVINGSTON - GRAHAM INC.
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: AUGUST 15, 1973 AS INSTRUMENT NO. 2874

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

AO AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

THAT IN CONSIDERATION OF THE APPROVAL OF TRACT NO. 26361 BY SAID CITY TO
HOLD LOTS 2 AND 4 OF SAID TRACT UNDER ONE OWNERSHIP AND TO RESTRICT SAID
LOT 4 FROM THE CONSTRUCTION OF BUILDINGS THEREON, UNTIL SUCH TIME AS
FUTURE STREETS ADJOINING AND PROVIDING ACCESS TO SAID LOT 4 ARE DEDICATED

SCHEDULE B
(continued)

AND IMPROVED AS PUBLIC STREETS INCLUDING NECESSARY FIRE PROTECTION.

AP THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AFFECTS: PARCELS 2F AND 2G.

AR 25. THE TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WAIVER OF DAMAGES, INDEMNIFICATION AGREEMENT, AND RIGHT OF INGRESS AND EGRESS, AND RIGHT OF INGRESS AND EGRESS TO RUN WITH THE LAND,

RECORDED: MAY 22, 1974 AS INSTRUMENT NO. 3422

AS AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

REGARDS THE INSTALLATION OF A 30 FOOT STEEL PIPE UNDER TUJUNGA AVENUE.

AFFECTS: PARCEL 2T AND OTHER PROPERTY.

AU 26. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SHOWN OR AS OFFERED FOR DEDICATION ON THE RECORDED MAP SHOWN BELOW.

MAP OF: TRACT NO. 26361

EASEMENT

PURPOSE: FUTURE STREET

AFFECTS: LOTS 1, 2, 3 AND 4 OF SAID TRACT, PARCELS 2E, 2F AND 2G.

AV 27. THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET OR HIGHWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN RELINQUISHED BY THE MAP OF SAID TRACT.

AFFECTS: FROM THE SOUTHWESTERLY OF LOT 1 TO RALSTON AVENUE, AND FROM LOTS 1, 2 AND 3 TO THE 30' AND 32' WIDE STRIPS OF LAND DESIGNATED AS "FUTURE STREETS".

SAID LAND HOWEVER, ABUTS UPON A PUBLIC THOROUGHFARE OTHER THAN THE ROAD REFERRED TO ABOVE, OVER WHICH RIGHTS OF VEHICULAR INGRESS AND EGRESS HAVE NOT BEEN RELINQUISHED.

AW 28. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND COVENANT AND AGREE THAT SAID LAND SHALL BE HELD AS ONE PARCEL AND NO PORTION SHALL BE SOLD SEPARATELY, WHICH COVENANT IS EXPRESSED TO RUN WITH THE LAND AND BE BINDING UPON FUTURE OWNERS.

SCHEDULE B
(continued)

EXECUTED BY: CONROCK CO., FORMERLY KNOWN AS CONSOLIDATED ROCK
PRODUCTS, CO., A CORPORATION, NOW KNOWN AS CAL MAT
IN FAVOR OF: CITY OF LOS ANGELES, A MUNICIPAL CORPORATION
RECORDED: OCTOBER 26, 1977 AS INSTRUMENT NO. 77-1187294

AX SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION
THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE
IN GOOD FAITH AND FOR VALUE.

AFFECTS: PARCELS 2B, 2J AND 2L.

AZ 29. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND COVENANT AND
AGREE THAT SAID LAND SHALL BE HELD AS ONE PARCEL AND NO PORTION SHALL BE
SOLD SEPARATELY, WHICH COVENANT IS EXPRESSED TO RUN WITH THE LAND AND BE
BINDING UPON FUTURE OWNERS.

EXECUTED BY: BROWN COMPANY, A CORPORATION
IN FAVOR OF: CITY OF LOS ANGELES, A MUNICIPAL CORPORATION
RECORDED: OCTOBER 26, 1977 AS INSTRUMENT NO. 77-1187295

BA SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION
THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE
IN GOOD FAITH AND FOR VALUE.

AFFECTS: PARCELS 2C, 2D, 2E, 2I, 2M AND 2N.

BC 30. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS
THEREIN

EXECUTED BY: LIVINGSTON - GRAHAM
IN FAVOR OF: CITY OF LOS ANGELES, A MUNICIPAL CORPORATION
RECORDED: NOVEMBER 21, 1978 AS INSTRUMENT NO. 78-1300050

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

BD AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

TO HOLD THE CITY OF LOS ANGELES HARMLESS AND TO ACCEPT ALL RESPONSIBILITY
FOR ANY ADVERSE SETTLEMENT OF THE STRUCTURE DUE TO THE UNCERTIFIED FILL.

BE THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING
UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS
AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES
ITS TERMINATION.

AFFECTS: PARCEL 2R.

SCHEDULE B
(continued)

86 31. AN IRREVOCABLE OFFER TO DEDICATE A PORTION OF SAID LAND FOR THE PURPOSES STATED HEREIN

IN FAVOR OF:	THE CITY OF LOS ANGELES
FOR:	PUBLIC STREET AND HIGHWAY
RECORDED:	NOVEMBER 6, 1979 AS INSTRUMENT NO. 79-1252170
AFFECTS:	THAT PORTION OF LOT 1, TRACT NO. 18542, LYING SOUTHERLY, SOUTHEASTERLY AND EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT, WITH THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 1 FOOT OF SAID LOT; THENCE NORTH 48 DEGREES 37 MINUTES 45 SECONDS EAST ALONG SAID NORTHWESTERLY LINE TO A POINT DISTANT 370 FEET SOUTHWESTERLY, MEASURED ALONG SAID NORTHWESTERLY LINE AND ITS NORTHEASTERLY PROLONGATION FROM THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT; THENCE NORTH 47 DEGREES 51 MINUTES 55 SECONDS EAST 150.01 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 3 FEET OF SAID LOT; THENCE NORTH 48 DEGREES 37 MINUTES 45 SECONDS EAST 200 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 20 FEET, AND BEING TANGENT AT ITS POINT OF ENDING TO SAID NORTHEASTERLY LINE; THENCE NORTHERLY ALONG SAID CURVE TO ITS POINT OF ENDING.

ALSO THAT PORTION OF LOT 2, TRACT NO. 10646, AS PER MAP RECORDED IN BOOK 174 PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, INCLUDED WITHIN A STRIP OF LAND 13 FEET WIDE LYING WESTERLY OF AND CONTIGUOUS TO A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 2, WITH THE NORTHWESTERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT 43 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF BRADLEY AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF SAID TRACT NO. 10646; THENCE NORTH 3 DEGREES 33 MINUTES 15 SECONDS EAST ALONG SAID EASTERLY LINE AND ITS NORTHEASTERLY PROLONGATION TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 1 FOOT OF LOT 1, SAID TRACT NO. 18542.

THE WESTERLY LINE OF SAID STRIP OF LAND IS TO BE SHORTENED SO AS TO TERMINATE SOUTHERLY IN SAID

SCHEDULE B
(continued)

NORTHWESTERLY PROLONGATION AND NORTHERLY IN THE
SOUTHWESTERLY PROLONGATION OF SAID NORTHWESTERLY
LINE.

AFFECTS: PARCEL 2K AND OTHER PROPERTY.

- BI 32. THE TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WAIVER OF DAMAGES,
INDEMNIFICATION AGREEMENT, AND RIGHT OF INGRESS AND EGRESS, AND RIGHT OF
INGRESS AND EGRESS TO RUN WITH THE LAND,

DATED: NOVEMBER 28, 1979

RECORDED: NOVEMBER 30, 1979 AS INSTRUMENT NO. 79-1352403

- BJ AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

TO INSTALL A SIX-FOOT CONCRETE BLOCK WALL ENCROACHING SEVEN FEET INTO THE
EASEMENT OF ART STREET.

AFFECTS: LOT 1 OF TRACT NO. 13080 OF PARCEL 2Q AND PARCEL 2R.

- BL 33. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN
COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS
SET FORTH THEREIN, EXECUTED BY AND BETWEEN THE PARTIES NAMED HEREIN.

DATED APRIL 28, 1980

LESSOR VALLEY RECLAMATION CO.

LESSEE GAS RECOVERY SYSTEMS, INC.

RECORDED MAY 29, 1980 AS INSTRUMENT NO. 80-528190

AFFECTS: PARCELS 2, 2A, 2B, 2J, 2K AND 2L AND OTHER PROPERTY.

- BN 34. THE TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WAIVER OF DAMAGES,
INDEMNIFICATION AGREEMENT, AND RIGHT OF INGRESS AND EGRESS, AND RIGHT OF
INGRESS AND EGRESS TO RUN WITH THE LAND,

RECORDED: NOVEMBER 24, 1980 AS INSTRUMENT NO. 80-1187019

- BO AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

FOR INSTALLING 15 INCH CONDUIT ACROSS TUJUNGA AVENUE APPROXIMATELY 525
FEET SOUTH OF PEORIA STREET.

AFFECTS: PARCELS 2, 2A, 2B, 2J, 2K AND 2L AND OTHER PROPERTY..

- BQ 35. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS

SCHEDULE B
(continued)

THEREIN

EXECUTED BY: GULF AND WESTERN INDUSTRIES, INC.
IN FAVOR OF: CITY OF LOS ANGELES AND THE ADVISORY AGENCY OF SAID
CITY
RECORDED: JULY 16, 1981 AS INSTRUMENT NO. 81-711026

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

BR AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

THAT TO THE EXTENT OF OUR INTEREST, I (WE) AGREE TO PROVIDE A LANDSCAPE PLAN PREPARED BY A LICENSED ARCHITECT AND SUBMITTED TO AND APPROVED BY THE DEPARTMENT OF CITY PLANNING, PRIOR TO OBTAINING ANY BUILDING OR GRADING PERMITS.

BS THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AFFECTS: A PORTION OF PARCEL 2I AND OTHER PROPERTY.

BU 36. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: GULF AND WESTERN INDUSTRIES, INC.
IN FAVOR OF: CITY OF LOS ANGELES AND THE ADVISORY AGENCY OF SAID
CITY
RECORDED: JULY 17, 1981 AS INSTRUMENT NO. 81-715158

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

BV AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

THAT TO THE EXTENT OF OUR INTEREST, I (WE) AGREE TO PROVIDE A TRANSPORTATION CONTROL PLAN TO THE DEPARTMENT OF CITY PLANNING, SAID PLAN TO BE PREPARED IN ACCORDANCE WITH U.S. ENVIRONMENTAL PROTECTION AGENCY GUIDELINES. WE ALSO DO HEREBY COVENANT AND AGREE WITH THE CITY TO PROVIDE SUCH A PLAN, COMPLETED AND APPROVED BY THE DEPARTMENT OF CITY PLANNING. IN THE EVENT A PARKING MANAGEMENT PLAN IS SUBMITTED TO AND APPROVED BY THE ENVIRONMENTAL PROTECTION AGENCY, THIS PLAN SHALL BE DEEMED SATISFACTORY TO THE CITY PLANNING DEPARTMENT AS THE TRANSPORTATION CONTROL PLAN REQUIRED HEREIN. WE ALSO DO HEREBY COVENANT AND AGREE WITH THE CITY TO SUBMIT SAID TRANSPORTATION CONTROL PLAN TO THE DEPARTMENT OF CITY PLANNING FOR APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMITS.

SCHEDULE B
(continued)

BW THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AFFECTS: PARCEL 2I AND OTHER PROPERTY.

BY 37. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: CONROCK CO.
IN FAVOR OF: THE CITY OF LOS ANGELES
RECORDED: APRIL 20, 1984 AS INSTRUMENT NO. 84-480237

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

BZ AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

"AND IN CONSIDERATION OF THE CITY OF LOS ANGELES ALLOWING THE CONSTRUCTION OF A SCALE HOUSE ON NON-CERTIFIED FILL ON SAID PROPERTY, WE DO HEREBY COVENANT AND AGREE TO AND WITH SAID CITY TO HOLD THE CITY FREE OF ANY RESPONSIBILITY FOR ANY DIFFERENTIAL SETTLEMENT OR CRACKING OF BUILDING OR FOUNDATION THAT MAY OCCUR".

CA THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AFFECTS: PARCEL 2L AND OTHER PROPERTY.

CC 38. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: CALMAT CO., A DELAWARE CORPORATION
IN FAVOR OF: CITY OF LOS ANGELES, A MUNICIPAL CORPORATION
RECORDED: APRIL 11, 1985 AS INSTRUMENT NO. 85-404565

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

CD AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

TO INSTALL A TREE AND SHRUB SCREEN, GROUND COVER AND AUTOMATIC IRRIGATION SYSTEM ON THE SOUTHWESTERLY SIDE OF GLENOAKS BOULEVARD. PLANS ARE TO BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT AND BE SATISFACTORY TO THE CITY ENGINEER. THE UNDERSIGNED AGREES TO MAINTAIN SUCH LANDSCAPING, INCLUDING ANY INSTALLED WITHIN PARKWAY AREAS.

SCHEDULE B
(continued)

CE SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

CF THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AFFECTS: PARCELS 2B, 2C, 2D, 2E, 2I, 2J, 2K, 2L, 2M AND 2N.

CH 39. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

GRANTED TO: CITY OF LOS ANGELES
PURPOSE: RIGHT OF WAY AND PUBLIC UTILITIES
RECORDED: NOVEMBER 7, 1985 AS INSTRUMENT NO. 85-1324590
AFFECTS: PARCELS 2R AND 2U.

CI 40. A COVENANT AND AGREEMENT WHEREIN THE OWNERS OF SAID LAND COVENANT AND AGREE THAT SAID LAND SHALL BE HELD AS ONE PARCEL AND NO PORTION SHALL BE SOLD SEPARATELY, WHICH COVENANT IS EXPRESSED TO RUN WITH THE LAND AND BE BINDING UPON FUTURE OWNERS.

DATED: NOVEMBER 6, 1985
EXECUTED BY: CALMAT CO., A DELAWARE CORPORATION, SUCCESSOR BY MERGER TO CONROCK CO., A DELAWARE CORPORATION
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: MAY 16, 1986 AS INSTRUMENT NO. 86-612835

AFFECTS: PARCEL 2R AND OTHER PROPERTY.

CK 41. AN IRREVOCABLE OFFER TO DEDICATE A PORTION OF SAID LAND FOR THE PURPOSES STATED HEREIN

IN FAVOR OF: THE CITY OF LOS ANGELES
FOR: PUBLIC STREET AND HIGHWAY
RECORDED: MAY 15, 1986 AS INSTRUMENT NO. 86-606508
AFFECTS: THOSE PORTIONS OF LOTS 13 AND 15, BLOCK 16, LOS ANGELES LAND AND WATER CO'S SUBDIVISION OF A PART OF MACLAY RANCHO, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, AND OF LOT 1, TRACT NO. 13080, AS PER MAP RECORDED IN BOOK 253 PAGE 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, LYING WESTERLY AND

SCHEDULE B
(continued)

NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 117 FEET IN THE NORTHEASTERLY LINE OF A FUTURE STREET SHOWN WITHIN IN LOT 1, TRACT NO. 38698, FILED IN BOOK 989 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG A CONTINUATION OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69 DEGREES 54 MINUTES 55 SECONDS, AN ARC DISTANCE OF 142.77 FEET; THENCE SOUTHWESTERLY ALONG A REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 50 MINUTES 23 SECONDS, AN ARC DISTANCE OF 17.31 FEET TO A POINT OF TANGENCY IN A LINE PARALLEL WITH AND DISTANT 2 FEET SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY LINE OF LOT 1, SAID TRACT NO. 13080; THENCE SOUTH 48 DEGREES 39 MINUTES 28 SECONDS WEST ALONG SAID PARALLEL LINE, 374.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 48 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 25.13 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 102 FEET, SAID CURVE BEING TANGENT TO A LINE PARALLEL WITH AND DISTANT 2 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF SAN FERNANDO ROAD, 60 FEET WIDE, AS SHOWN ON THE MAP OF SAID TRACT NO. 38698; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53 DEGREES 04 MINUTES 20 SECONDS, AN ARC DISTANCE OF 94.48 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 13.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 13 WITHIN PUBLIC STREET.

AFFECTS: PARCELS 2R AND 2Q.

CM 42. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SHOWN OR AS OFFERED FOR DEDICATION ON THE RECORDED MAP SHOWN BELOW.

MAP OF: TRACT NO. 26361

EASEMENT

PURPOSE: PUBLIC UTILITY

AFFECTS: NORTHEASTERLY 2 FEET.

SCHEDULE B
(continued)

- CN 43. ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY AN INSPECTION OR SURVEY:

(A) CHAIN LINK FENCE ALONG NORTHWESTERLY LINE OF PARCELS 2 AND 2A ENCROACHES ONTO THE LOS ANGELES CITY DEPARTMENT OF WATER AND POWER AND WATER RIGHT OF WAY BY APPROXIMATELY 0.53 FEET AT ITS WIDEST POINT.

(B) A TIN AND WOOD FENCE ON ADJOINING PROPERTY ENCROACHES OVER THE NORTHEASTERLY LINE OF PARCEL 2 APPROXIMATELY .50 FEET.

(C) CHAIN LINK FENCE AT NORTHERLY CORNER OF PARCEL 2J ENCROACHES INTO WICKS PLACE.

(D) BLOCK WALL ALONG SOUTHEASTERLY LINE OF PARCEL 2K ENCROACHES ONTO PEORIA STREET BY APPROXIMATELY 3 FEET.

(E) THE BLOCK WALL ALONG THE NORTHWESTERLY LINE OF PARCELS 2Q AND 2R ENCROACHES ONTO ART STREET BY APPROXIMATELY 10 FEET.

- CO 44. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS, AND PROVISIONS SET FORTH THEREIN, AS DISCLOSED BY INSPECTION AND INVESTIGATION.

LESSOR: CONROCK CO., A DELAWARE CORPORATION
LESSEE: LIVINGSTON-GRAHAM, INC., A DELAWARE CORPORATION.

- CP 45. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS, AND PROVISIONS SET FORTH THEREIN, AS DISCLOSED BY INSPECTION AND INVESTIGATION.

LESSOR: VALLEY RECLAMATION CO.
LESSEE: GAS RECOVERY SYSTEMS, INC.

- CQ 46. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

GRANTED TO: DEPARTMENT OF PUBLIC WORKS
PURPOSE: STORM DRAIN
RECORDED: MAY 15, 1986 AS INSTRUMENT NO. 86-606504
AFFECTS: SOUTHEASTERLY 20 FEET OF SAID SAN FERNANDO ROAD.

- CR 47. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT

SCHEDULE B
(continued)

OWNERSHIP OF SAID EASEMENT)

GRANTED TO: CALMAT CO., A DELAWARE CORPORATION
PURPOSE: INGRESS AND EGRESS
RECORDED: JANUARY 5, 1988 AS INSTRUMENT NO. 88-5857
AFFECTS: THAT PORTION OF LAND, 60 FEET WIDE, PREVIOUSLY
KNOWN AS SAN FERNANDO ROAD (VACATED) AND EXTENDING
FROM ART STREET TO A POINT APPROXIMATELY 1120 FEET
SOUTHEASTERLY OF ART STREET AND AS DESCRIBED IN
RESOLUTION TO VACATE NO. 86-24199, RECORDED MAY 15,
1986 AS INSTRUMENT NO. 86-606504 OF OFFICIAL
RECORDS, IN THE LOS ANGELES COUNTY RECORDER'S
OFFICE, TO THE NORTHERLY BOUNDARY LINE OF PARCEL
"A" DESCRIBED IN DOCUMENT NUMBER 87-895018,
RECORDED JUNE 5, 1987, IN THE OFFICIAL RECORDS OF
LOS ANGELES COUNTY.

- CS 48. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS
SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT
OWNERSHIP OF SAID EASEMENT)

GRANTED TO: CALMAT CO., A DELAWARE CORPORATION
PURPOSE: INGRESS AND EGRESS
RECORDED: JANUARY 5, 1988 AS INSTRUMENT NO. 88-5858
AFFECTS: PARCEL 2K AND OTHER PROPERTY.

- CT 49. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS
SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT
OWNERSHIP OF SAID EASEMENT)

GRANTED TO: VALLEY RECLAMATION CO., A CALIFORNIA CORPORATION
PURPOSE: MONITERING GROUND WATER QUALITY AND INGRESS AND
EGRESS
RECORDED: JANUARY 5, 1988 AS INSTRUMENT NO. 88-5860
AFFECTS: THAT PORTION OF LOT 2 OF TRACT NO. 10646, AS PER
MAP RECORDED IN BOOK 174 PAGES 34 AND 35 OF MAPS,
IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF LOS
ANGELES, LYING EASTERLY OF THE CENTERLINE OF SAN
FERNANDO ROAD; AND LYING WESTERLY OF THE CENTERLINE
OF BRADLEY AVENUE; AND LYING SOUTHERLY OF THE
NORTHERLY LINE OF PARCEL "A" DESCRIBED IN DOCUMENT
NUMBER 87-895018, RECORDED JUNE 5, 1987, IN THE
OFFICIAL RECORDS OF LOS ANGELES COUNTY; AND LYING
NORTHERLY OF A LINE 1,000 FEET NORTHERLY OF, AND
PARALLEL TO, THE CENTERLINE OF TUXFORD STREET.

SCHEDULE B
(continued)

CU 50. A DOCUMENT ENTITLED "AFFIDAVIT REGARDING ERECTION AND MAINTENANCE OF BUILDING IN AREAS SUBJECT TO INUNDATION OR PHYSICAL HAZARDS OF GEOLOGICAL NATURE", DATED AUGUST 29, 1988 EXECUTED BY VALLEY RECLAMATION CO., SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED SEPTEMBER 20, 1988 AS INSTRUMENT NO. 88-1509654.

CV THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AFFECTS: PARCEL 2T AND OTHER PROPERTY.

CX 51. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: VALLEY RECLAMATION COMPANY
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: NOVEMBER 3, 1988 AS INSTRUMENT NO. 88-1776031

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

CY AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

"AND, IN CONSIDERATION OF THE ISSUANCE BY THE CITY OF LOS ANGELES OF A BUILDING PERMIT FOR THE CONSTRUCTION OF AN OVERSIZED BUILDING ON SAID PROPERTY, WE DO HEREBY COVENANT AND AGREE TO AND WITH SAID CITY, PURSUANT TO SECTION 91.0506(D) OF THE LOS ANGELES MUNICIPAL CODE, TO MAINTAIN ON SAID PROPERTY, A YARD OF 60 FEET IN WIDTH, UNOBSTRUCTED FROM GROUND TO SKY, AS SHOWN ON THE ATTACHED PLOT PLAN".

CZ THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AFFECTS: PARCEL 2T AND OTHER PROPERTY.

DB 52. A DOCUMENT ENTITLED "AFFIDAVIT REGARDING MAINTENANCE OF UNCERTIFIED FILL ON SITE", DATED JANUARY 13, 1989 EXECUTED BY VALLEY RECLAMATION CO., A CALIFORNIA CORPORATION, SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED JANUARY 19, 1989 AS INSTRUMENT NO. 89-96513.

DC THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

SCHEDULE B
(continued)

AFFECTS: PARCEL 2T AND OTHER PROPERTY.

DE 53. A DOCUMENT ENTITLED "AFFIDAVIT REGARDING MAINTENANCE OF NON-CONFORMING FILL", DATED NOVEMBER 30, 1989 EXECUTED BY WASTE MANAGEMENT OF CALIFORNIA, INC., SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED DECEMBER 1, 1989 AS INSTRUMENT NO. 89-1934480..

DF THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AFFECTS: PARCEL 2T AND OTHER PROPERTY.

DH 54. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: VALLEY RECLAMATION COMPANY
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: FEBRUARY 22, 1991 AS INSTRUMENT NO. 91-260408 AND
RE-RECORDED MARCH 28, 1991 AS INSTRUMENT NO.
91-444724

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

DI THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AFFECTS: PARCEL 2T AND OTHER PROPERTY.

DK 55. A PENDING COURT ACTION AS DISCLOSED BY A RECORDED NOTICE.

PLAINTIFF: MIKE BARRETT, DOING BUSINESS AS MIKE BARRETT
COMPANY
DEFENDANT: GROUND IMPROVEMENT TECHNIQUES, A FLORIDA
CORPORATION; VALLEY RECLAMATION COMPANY, A
CALIFORNIA CORPORATION; SURETY COMPANY OF THE
PACIFIC, A CALIFORNIA CORPORATION; DOE BONDING
COMPANY; AND DOES 1 THROUGH 75, INCLUSIVE
COUNTY: LOS ANGELES
COURT: SUPERIOR
CASE NO: EC003612
NATURE OF ACTION: FOR FORECLOSURE OF MECHANIC'S LIEN
RECORDED: FEBRUARY 22, 1991 AS INSTRUMENT NO. 91-261558

SCHEDULE B
(continued)

NO EXAMINATION OF SAID PROCEEDINGS HAS YET BEEN MADE. UPON COMPLETION OF OUR EXAMINATION WE WILL ADVISE YOU OF OUR FINDINGS.

DM 56. A CLAIM OF MECHANIC'S LIEN

AMOUNT: \$8,182.50
CLAIMANT: ROBERT KASNER
RECORDED: MARCH 1, 1991 AS INSTRUMENT NO. 91-295687

DN 57. ANY OTHER CLAIMS FOR MECHANICS' LIENS THAT MAY BE RECORDED BY REASON OF A WORK OF IMPROVEMENT THAT IS DISCLOSED BY THE MECHANIC'S LIEN SHOWN IN THE LAST ABOVE NUMBERED ITEM.

DO 58. ANY CLAIM WHICH ARISES OUT OF THE TRANSACTION INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS.

DP NOTE NO. 1: WHEN THIS TITLE ORDER CLOSES AND IF CHICAGO TITLE IS HANDLING LOAN PROCEEDS THROUGH SUB-ESCROW, ALL TITLE CHARGES AND EXPENSES NORMALLY BILLED, WILL BE DEDUCTED FROM THOSE LOAN PROCEEDS (TITLE CHARGES AND EXPENSES WOULD INCLUDE TITLE PREMIUMS, ANY TAX OR BOND ADVANCES, DOCUMENTARY TRANSFER TAX AND RECORDING FEES, ETC.).

DQ NOTE NO. 2: IF THIS COMPANY IS REQUESTED TO DISBURSE FUNDS IN CONNECTION WITH THIS TRANSACTION, CHAPTER 598, STATUTES OF 1989 MANDATES HOLD PERIODS FOR CHECKS DEPOSITED TO ESCROW OR SUB-ESCROW ACCOUNTS. THE MANDATORY HOLD PERIOD FOR CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS IS ONE BUSINESS DAY AFTER THE DAY DEPOSITED. OTHER CHECKS REQUIRE A HOLD PERIOD OF FROM THREE TO SEVEN BUSINESS DAYS AFTER THE DAY DEPOSITED. IN THE EVENT THAT THE PARTIES TO THE CONTEMPLATED TRANSACTION WISH TO RECORD PRIOR TO THE TIME THAT THE FUNDS ARE AVAILABLE FOR DISBURSEMENT (AND SUBJECT TO COMPANY APPROVAL), THE COMPANY WILL REQUIRE THE PRIOR WRITTEN CONSENT OF THE PARTIES. UPON REQUEST, A FORM ACCEPTABLE TO THE COMPANY AUTHORIZING SAID EARLY RECORDING MAY BE PROVIDED TO ESCROW FOR EXECUTION.

DR NOTE NO. 3: THE REQUIREMENT FOR SUBMISSION TO THIS COMPANY OF A RESOLUTION OF THE GOVERNING BODY OF VALLEY RECLAMATION CO., A CALIFORNIA CORPORATION AUTHORIZING THE TRANSACTION FOR WHICH THIS REPORT HAS BEEN REQUESTED TOGETHER WITH A COPY OF SUCH CORPORATION'S BY-LAWS. THE RESOLUTION MUST DESIGNATE THE OFFICERS AUTHORIZED TO EXECUTE ON THE CORPORATION'S BEHALF.

DS NOTE NO. 4: WE WILL REQUIRE AN OWNER'S AFFIDAVIT IN ORDER TO INSURE A CONVEYANCE OR ENCUMBRANCE BY THE OWNERS SHOWN VESTED IN TITLE BY THIS PRELIMINARY REPORT.

SCHEDULE B
(continued)

DT NOTE NO. 5: THERE ARE NO CONVEYANCES AFFECTING SAID LAND, RECORDED
WITHIN SIX (6) MONTHS OF THE DATE OF THIS REPORT.

DU NOTE NO. 6: THE CHARGE FOR A POLICY OF TITLE INSURANCE, WHEN ISSUED
THROUGH THIS TITLE ORDER, WILL BE BASED ON THE BASIC (NOT SHORT-TERM)
TITLE INSURANCE RATE.

PLATS
RK/MRN

2538 2

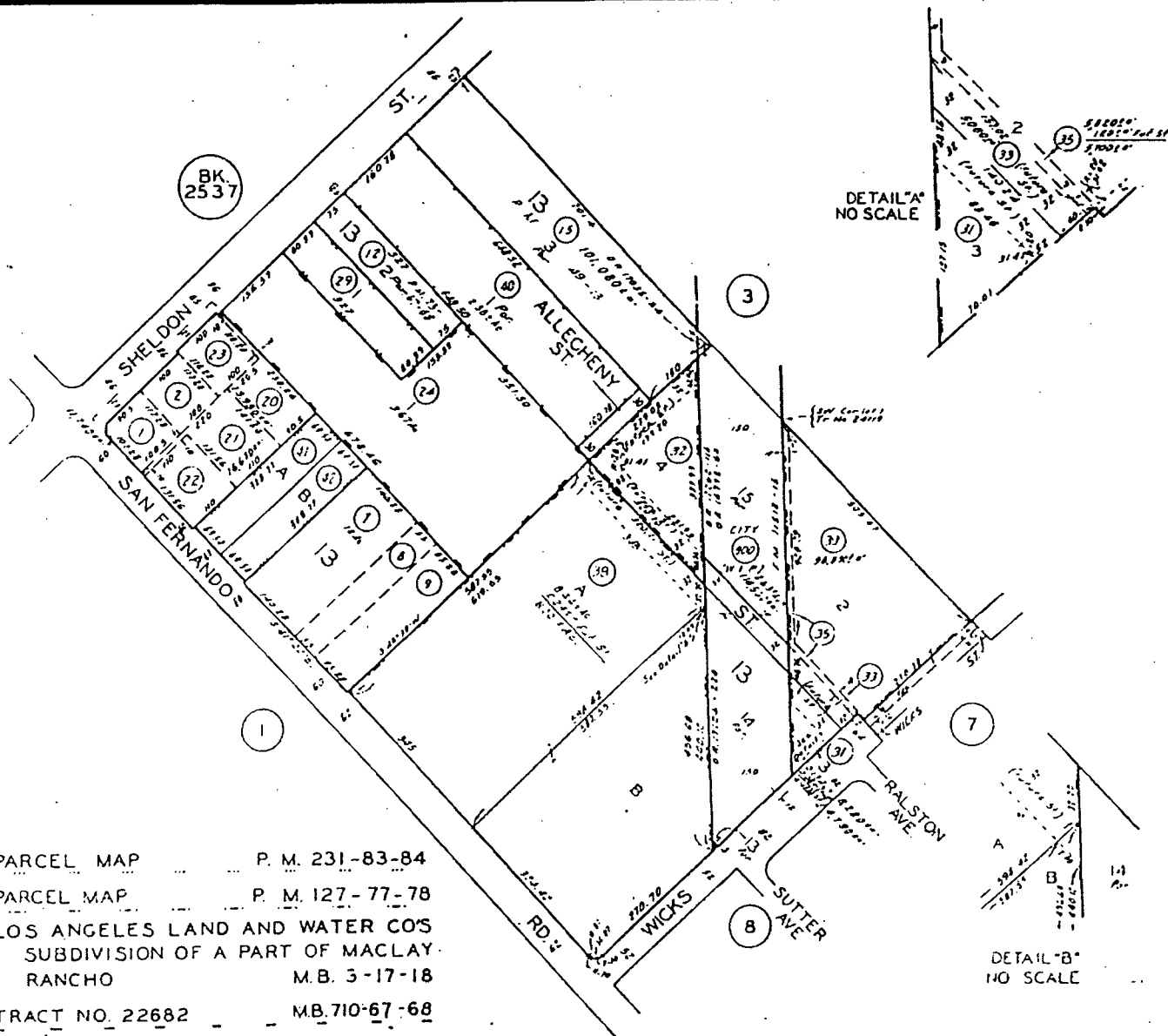
SCALE 1" = 200'



PARCEL MAP ... P. M. 231-83-84
 PARCEL MAP ... P. M. 127-77-78
 LOS ANGELES LAND AND WATER CO'S
 SUBDIVISION OF A PART OF MACLAY
 RANCHO M.B. 3-17-18
 TRACT NO. 22682 ... MB. 710-67-68
 TRACT NO. 22818 ... MB. 720-7-8
 TRACT NO. 22827 ... MB. 775-37-38
 TRACT NO. 26361 ... MB. 832-27-28

CODE
13

FOR PREP. ACCT. SEE
15000
25100



DETAIL "A"
NO SCALE

DETAIL "B"
NO SCALE

NOTED
810615608
8808
222, 1947

ASSESSOR'S MAP
COUNTY OF LOS ANGELES

2538

3

SCALE 1" = 150



CONDOMINIUM
TRACT NO. 45130

M.B. 1130 - 53 - 54

LOS ANGELES LAND AND WATER
CO'S SUBDIVISION OF A PART
OF MACLAY RANCHO

M.B. 3 - 17 - 18

CODE
13

TRACT NO. 24119

M.B. 629 - 21 - 22

TRACT NO. 23603

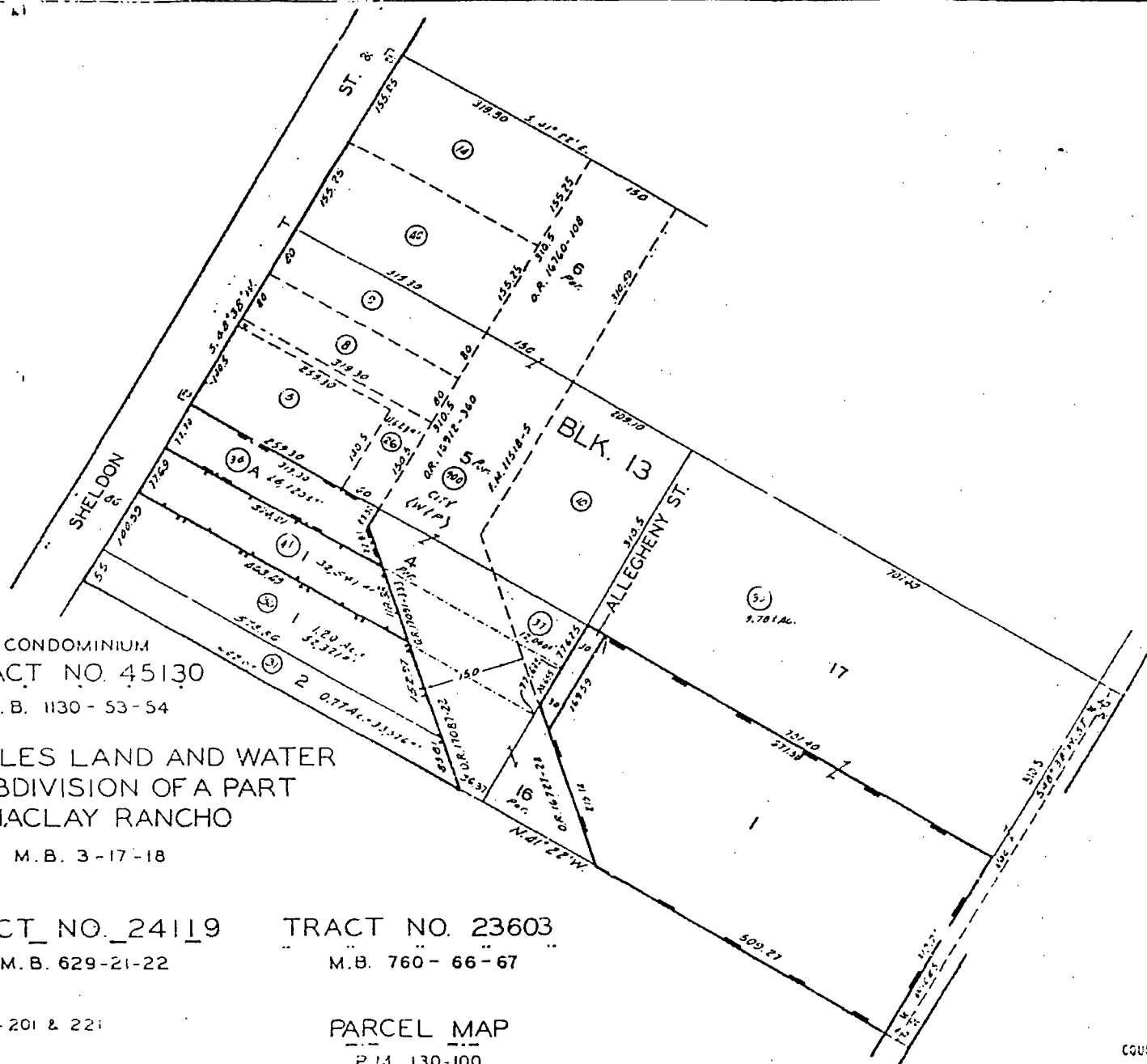
M.B. 760 - 66 - 67

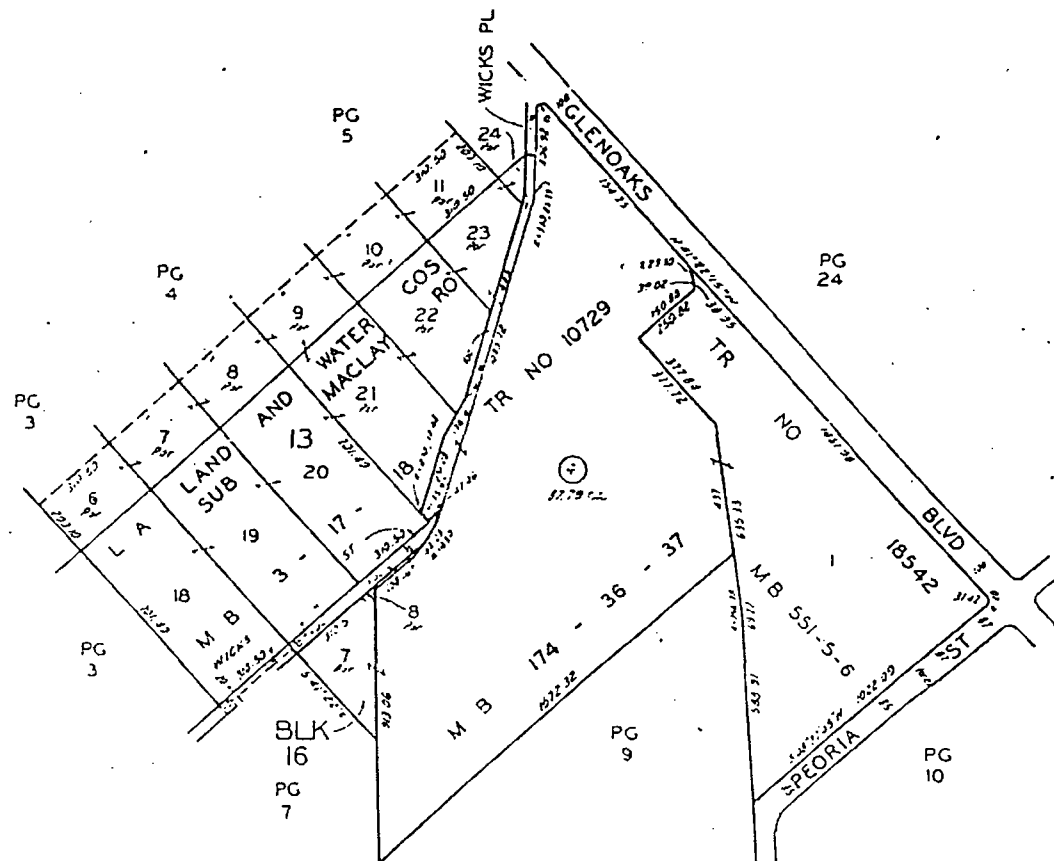
PARCEL MAP

P 11. 130-100

FOR PREV. ASSESS. SEE: C81-201 & 221

ASSESSOR
COUNTY OF LOS





2538

7

SCALE 1" = 200'

TRACT NO. 38698

M. B. 989-17-18

LOS ANGELES LAND AND WATER
CO'S SUBDIVISION OF A PART
OF MACLAY RANCHO

M. B. 3-17-18

TRACT NO. 13080

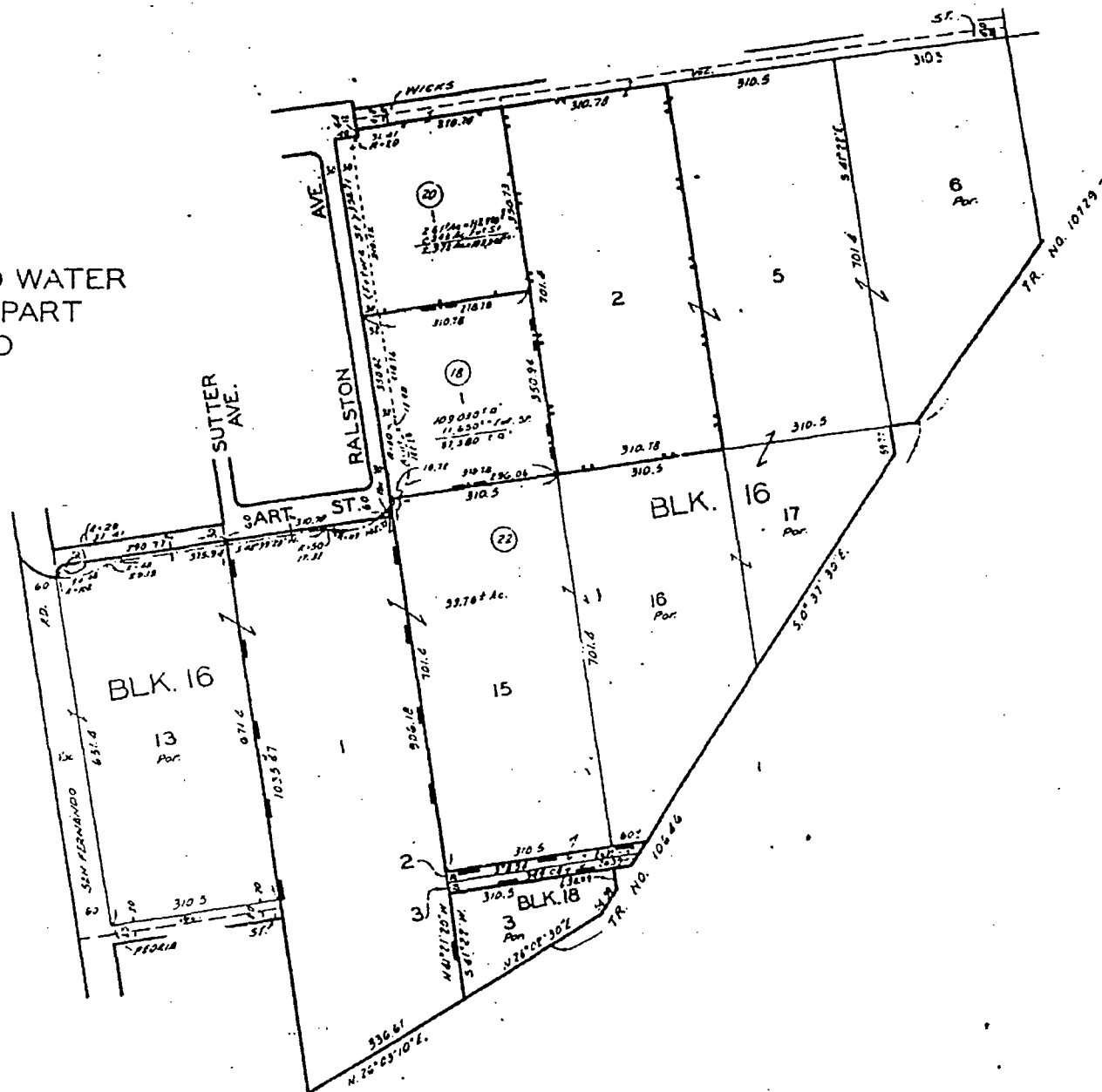
M. B. 253-36

TRACT NO. 24119

M. B. 629-21-22

TRACT NO. 26361

M. B. 832-27-28

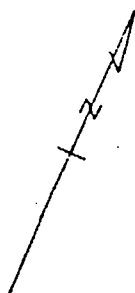
CODE
13.FOR PREV. ASSMT. SEE 681-217 & 221
2538-2ASSESSOR
COUNTY OF LOS AN

9

200'

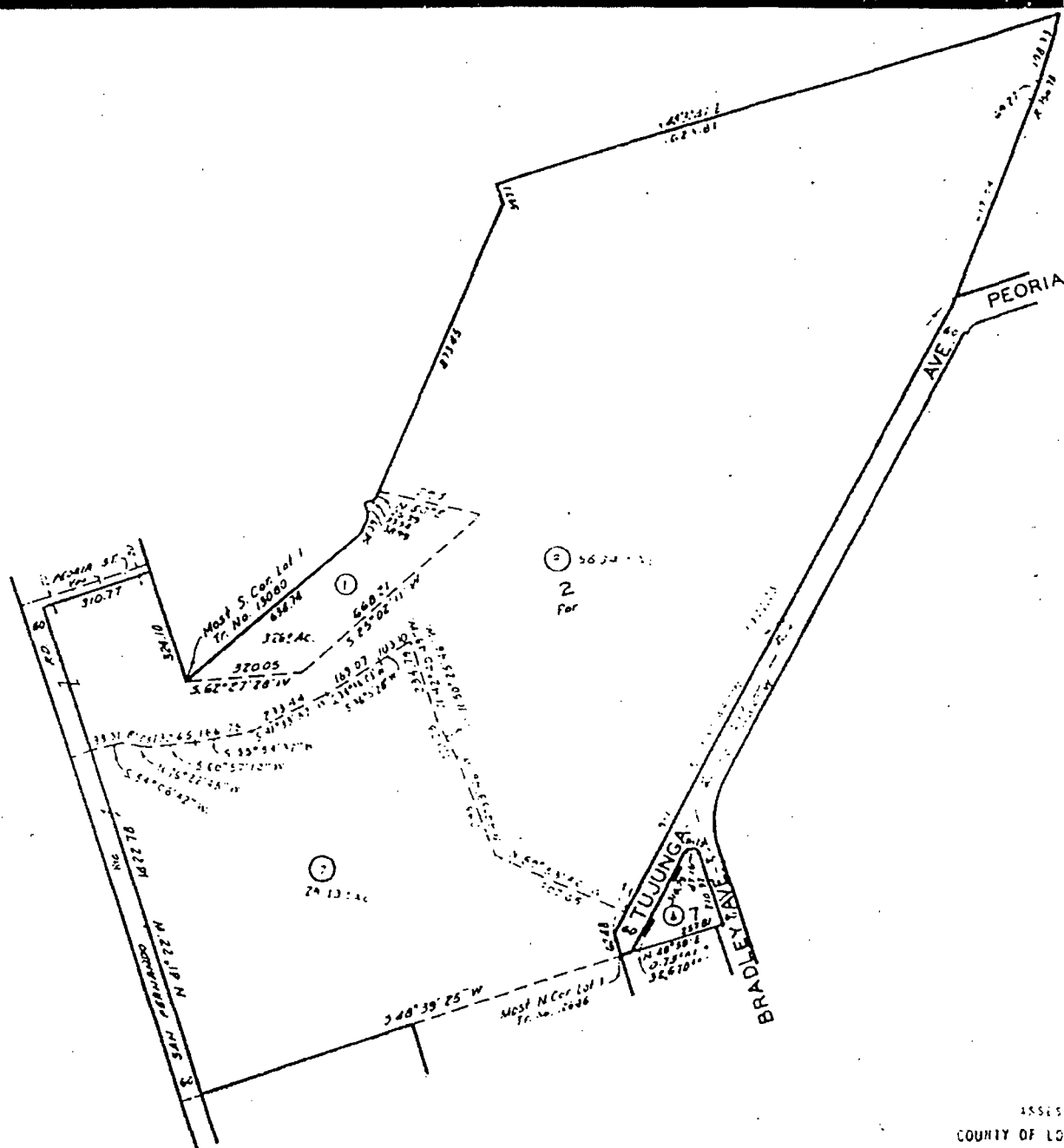
M.B. 174-34-35

M.B. 179-9-10



CODE
13

FOO REFV ASSLT SEE: GBI - 216 & 218



18845
COUNTY OF LOS ANGELES



CHICAGO TITLE

300 SOUTH GRAND, SUITE 700, LOS ANGELES, CALIFORNIA 90071 (213)617-6300

FEB 25 1992

WASTE MANAGEMENT
9188 GLEN OAKS BLVD. 3RD FL.
SUN VALLEY, CALIFORNIA 91352

ATTENTION:CLAUDIA LEVIN

DATE: February 24, 1992

REF.NO.: VALLEY RECLAMATION CO.

ORDER NO.:9201441 -62

ENCLOSURES:

TITLE REPORT DATED FEBRUARY 14, 1992 AND STATEMENT OF CHARGES ENCLOSED.

WE APPRECIATE THIS OPPORTUNITY TO SERVE YOU.

TITLE OFFICER HOFFMAN/KLEIN 617-6394

TITLTRAN 08/25/89 SG

Issuing Office: **CHICAGO**
Title Company
300 SOUTH GRAND, SUITE 700
LOS ANGELES, CA 90071
(213)617-6300

WASTE MANAGEMENT
9188 GLEN OAKS BLVD. 3RD FL.
SUN VALLEY, CALIFORNIA 91352

FAX:

ATTN: CLAUDIA LEVIN

Your Ref:
Order Ref: VALLEY RECLAMATION CO
Order No: 9201441 -62

Dated as of February 14, 1992 at 7:30 A.M.

In response to the above referenced application for a policy of title insurance,
CHICAGO TITLE COMPANY
hereby reports that it is prepared to issue, or cause to be issued, as of the date
hereof, a Policy or Policies of Title Insurance describing the land and the estate or
interest therein hereinafter set forth, insuring against loss which may be sustained
by reason of any defect, lien or encumbrance not shown or referred to as an Exception
in Schedule B or not excluded from coverage pursuant to the printed Schedules,
Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies
are set forth in the attached list. Copies of the policy forms should be read. They
are available from the office which issued this report.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY
FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE
INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT
LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE
INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

The form of policy of title insurance contemplated by this report is:

	Standard Coverage	Extended Coverage
California Land Title Association Standard Coverage Policy	<input type="checkbox"/>	<input type="checkbox"/>
American Land Title Association Owner's Policy	<input type="checkbox"/>	<input type="checkbox"/>
A.L.T.A. Residential Title Insurance Policy	<input type="checkbox"/>	<input type="checkbox"/>
American Land Title Association Loan Policy	<input type="checkbox"/>	<input type="checkbox"/>
Other: MISCELLANEOUS TITLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Title Officer, HOFFMAN/KLEIN 617-6394

SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

2. Title to said estate or interest at the date hereof is vested in:

VALLEY RECLAMATION CO., A CALIFORNIA CORPORATION.

3. The land referred to in this report is situated in the State of California,
County of LOS ANGELES and is described as follows:

AS DESCRIBED IN EXHIBIT ATTACHED HERETO

DESCRIPTION

1

PARCEL 3:

THAT PORTION OF LOT 2 OF TRACT 10646, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 174 PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF LOS ANGELES AND THAT PORTION OF SAN FERNANDO ROAD VACATED BY RESOLUTION TO VACATE NO. 86-21499 OF THE CITY OF LOS ANGELES, RECORDED MAY 15, 1986 AS INSTRUMENT NO. 86-606504, OFFICIAL RECORDS OF SAID COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF BRADLEY AVENUE, 60.00 FEET WIDE, WITH THE CENTER LINE OF TUJUNGA AVENUE (FORMERLY FARMDALE AVENUE), 60.00 FEET WIDE, AS SHOWN ON SAID MAP; THENCE NORTH 3 DEGREES 37 MINUTES 48 SECONDS EAST ALONG THE CENTER LINE OF SAID TUJUNGA AVENUE, 560.00 FEET; THENCE NORTH 86 DEGREES 22 MINUTES 12 SECONDS WEST 30.00 FEET TO THE WESTERLY LINE OF SAID TUJUNGA AVENUE; THENCE SOUTH 3 DEGREES 37 MINUTES 48 SECONDS WEST ALONG SAID WESTERLY LINE 911.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 46 SECONDS WEST 407.65 FEET; THENCE NORTH 44 DEGREES 53 MINUTES 46 SECONDS WEST 295.00 FEET; THENCE NORTH 50 DEGREES 25 MINUTES 46 SECONDS WEST 120.23 FEET; THENCE NORTH 42 DEGREES 40 MINUTES 49 SECONDS WEST 234.79 FEET; THENCE SOUTH 36 DEGREES 11 MINUTES 28 SECONDS WEST 103.10 FEET; THENCE SOUTH 34 DEGREES 16 MINUTES 03 SECONDS WEST 169.07 FEET; THENCE SOUTH 41 DEGREES 33 MINUTES 37 SECONDS WEST 233.44 FEET; THENCE SOUTH 55 DEGREES 54 MINUTES 32 SECONDS WEST 166.75 FEET; THENCE SOUTH 60 DEGREES 57 MINUTES 12 SECONDS WEST 130.65 FEET; THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST 81.08 FEET; THENCE SOUTH 54 DEGREES 08 MINUTES 42 SECONDS WEST 99.31 FEET TO THE NORTHEASTERLY LINE OF SAID SAN FERNANDO ROAD; THENCE SOUTH 48 DEGREES 43 MINUTES 31 SECONDS WEST AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE 60.00 FEET TO THE SOUTHWESTERLY LINE OF SAID SAN FERNANDO ROAD, SAID SOUTHWESTERLY LINE ALSO BEING THE NORTHEASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY, 100.00 FEET WIDE.

EXCEPT THEREFROM THAT PORTION OF SAID SAN FERNANDO ROAD LYING NORTHWESTERLY OF THE SOUTHWESTERLY PROLONGATION SOUTHEASTERLY LINE OF PEORIA STREET, 40.00 FEET WIDE, AS SHOWN ON SAID MAP.

ALSO EXCEPTING THAT PORTION OF SAID LOT 2, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF SAID LOT 2, SHOWN ON THE MAP OF SAID TRACT NO. 10646, AS HAVING A BEARING AND LENGTH OF NORTH 26 DEGREES 02 MINUTES 30 SECONDS EAST 634.74 FEET; THENCE ALONG SAID WESTERLY BOUNDARY AS FOLLOWS: NORTH 26 DEGREES 02 MINUTES 30 SECONDS EAST 634.74 FEET, NORTH 0 DEGREES 37 MINUTES 30 SECONDS WEST 54.39 FEET AND NORTH 41 DEGREES 22 MINUTES 00 SECONDS WEST 38.99 FEET TO AN ANGLE POINT IN SAID WESTERLY BOUNDARY; THENCE ALONG THE NORTHWESTERLY PROLONGATION OF SAID LAST MENTIONED COURSE, NORTH 41 DEGREES 22 MINUTES 00 SECONDS WEST 20.00 FEET TO THE CENTERLINE OF PEORIA STREET AS SHOWN SAID MAP; THENCE ALONG SAID CENTERLINE, NORTH 48 DEGREES 38 MINUTES 20 SECONDS EAST 50.55 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 2; THENCE NORTH 80 DEGREES 00 MINUTES 00 SECONDS EAST 294.00 FEET; THENCE SOUTH 25 DEGREES 02 MINUTES 11 SECONDS WEST 668.21 FEET; THENCE SOUTH 62 DEGREES 27 MINUTES 28 SECONDS WEST 320.05 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this report would be as follows:

- A 1. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992
- 1ST INSTALLMENT: \$9,347.02 (PAID)
2ND INSTALLMENT: \$9,347.01
PENALTY AND COST: \$944.70 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 2538-009-007
- B 2. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1991-1992
- 1ST INSTALLMENT: \$11,154.76 (PAID)
2ND INSTALLMENT: \$11,154.75
PENALTY AND COST: \$1,125.48 (DUE AFTER APRIL 10)
HOMEOWNERS
EXEMPTION: \$NONE
CODE AREA: 0013
ASSESSMENT NO: 2538-009-008
- C 3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.
- D 4. IF REAL PROPERTY TAXES ARE TO BE ADVANCED THROUGH THIS ORDER IN A TIMELY AND EFFICIENT MANNER, THIS OFFICE SHOULD BE SENT THE ORIGINAL TAX BILLS WHICH ARE IN THE POSSESSION OF THE OWNER(S) PRIOR TO THE CLOSE OF THIS TRANSACTION AND/OR FIVE DAYS PRIOR TO THE DUE DATE. THIS GREATLY MINIMIZES MISPOSTINGS AND REDUCES FUTURE COMPLAINTS TO THE ESCROW AND TITLE COMPANY.
- SUBESCROW FUNDS WILL BE USED TO PAY ANY TAXES THAT WILL BE ADVANCED THROUGH THIS TRANSACTION. IF NO SUBESCROW IS CONTEMPLATED, THEN PRIOR TO CLOSING, CHICAGO TITLE MUST BE PROVIDED WITH A CHECK FROM THE ESCROW TO PAY THE TAXES. THE CHECK MUST BE MADE PAYABLE TO "LOS ANGELES COUNTY TAX COLLECTOR". ONLY ESCROW CHECKS OR CERTIFIED FUNDS WILL BE ACCEPTED.
- E 5. AN UNRECORDED EASEMENT IN FAVOR OF PACIFIC LIGHT AND POWER COMPANY, AS DISCLOSED IN DEED FROM LOS ANGELES LAND AND WATER COMPANY, RECORDED JULY 25, 1913, AS INSTRUMENT NO. 31, IN BOOK 5539 PAGE 209 OF DEEDS.
- AFFECTS: PARCEL 3.

SCHEDULE B
(continued)

- G 6. AN UNRECORDED AGREEMENT WITH THE SOUTHERN PACIFIC RAILROAD COMPANY RELATING TO THE MAINTENANCE OF A LEVEE AS REFERRED TO IN THE DEED DATED JUNE 27, 1913, EXECUTED BY LOS ANGELES LAND AND WATER COMPANY TO FERNANDO VALLEY DEVELOPMENT CO., RECORDED IN BOOK 5539 PAGE 209 OF DEEDS.

AFFECTS: PARCEL 3.

- AT 7. A "WAIVER OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND", RECORDED MAY 22, 1974 AS INSTRUMENT NO. 3422, OFFICIAL RECORDS, BETWEEN CONROCK CO. AND CITY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS, BUREAU OF ENGINEERING, REGARDING THE INSTALLATION OF A 30" STEEL PIPE UNDER TUJUNGA AVENUE.

AFFECTS: PARCEL 3 AND OTHER PROPERTY.

- I 8. AN IRREVOCABLE OFFER TO DEDICATE A PORTION OF SAID LAND FOR THE PURPOSES STATED HEREIN

IN FAVOR OF: CITY OF LOS ANGELES
FOR: PUBLIC STREET AND HIGHWAY PURPOSES
RECORDED: NOVEMBER 6, 1979 AS INSTRUMENT NO. 79-1252170,
OFFICIAL RECORDS.
AFFECTS: THAT PORTION OF LOT 1, TRACT NO. 18542, LYING
SOUTHERLY, SOUTHEASTERLY, AND EASTERLY OF A LINE
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT, WITH THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 1 FOOT OF SAID LOT; THENCE NORTH 48 DEGREES 37 MINUTES 45 SECONDS EAST ALONG SAID NORTHWESTERLY LINE TO A POINT DISTANT 370 FEET SOUTHWESTERLY, MEASURED ALONG SAID NORTHWESTERLY LINE AND ITS NORTHEASTERLY PROLONGATION FROM THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT; THENCE NORTH 47 DEGREES 51 MINUTES 55 SECONDS EAST 150.01 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 3 FEET OF SAID LOT; THENCE NORTH 48 DEGREES 37 MINUTES 45 SECONDS EAST 200 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 20 FEET, AND BEING TANGENT AT ITS POINT OF ENDING TO SAID NORTHEASTERLY LINE; THENCE NORTHERLY ALONG SAID CURVE TO ITS POINT OF ENDING.

ALSO THAT PORTION OF LOT 2, TRACT NO. 10646, AS PER MAP RECORDED IN BOOK 174 PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, INCLUDED WITHIN A STRIP OF LAND 13 FEET WIDE LYING WESTERLY

SCHEDULE B
(continued)

OF AND CONTIGUOUS TO A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 2, WITH THE NORTHWESTERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT 43 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF BRADLEY AVENUE, 60 FEET WIDE, AS SHOWN ON MAP OF SAID TRACT NO. 10646; THENCE NORTH 3 DEGREES 33 MINUTES 15 SECONDS EAST ALONG SAID EASTERLY LINE AND ITS NORTHEASTERLY PROLONGATION TO ITS INTERSECTION WITH THE NORTHWESTERLY PROLONGATION TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 1 FOOT OF LOT 1, SAID TRACT NO. 18542.

THE WESTERLY LINE OF SAID STRIP OF LAND IS TO BE SHORTENED SO AS TO TERMINATE SOUTHERLY IN SAID NORTHWESTERLY PROLONGATION AND NORTHERLY IN THE SOUTHWESTERLY PROLONGATION OF SAID NORTHWESTERLY LINE.

AFFECTS: PARCEL 3 AND OTHER PROPERTY.

- K 9. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, EXECUTED BY AND BETWEEN THE PARTIES NAMED HEREIN.

DATED	APRIL 28, 1980
LESSOR	VALLEY RECLAMATION CO.
LESSEE	GAS RECOVERY SYSTEMS, INC.
RECORDED	MAY 29, 1980 AS INSTRUMENT NO. 80-528190, OFFICIAL RECORDS

AFFECTS: A PORTION OF PARCEL 3 AND OTHER PROPERTY.

- M 10. A "WAIVER OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND", RECORDED NOVEMBER 24, 1980 AS INSTRUMENT NO. 80-1187019, OFFICIAL RECORDS, BETWEEN GAS RECOVERY SYSTEM, INC., A CORPORATION AND CITY OF LOS ANGELES, DEPARTMENT OF PACIFIC WORKS, BUREAU OF ENGINEERING, FOR INSTALLING 15 INCH CONDUIT ACROSS TUJUNGA AVENUE APPROXIMATELY 525 FEET SOUTH OF PEORIA STREET.

AFFECTS: PARCEL 3 AND OTHER PROPERTY.

- O 11. A "WAIVER OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF INGRESS AND EGRESS - COVENANT TO RUN WITH THE LAND" RECORDED DECEMBER 23, 1980 AS INSTRUMENT NO. 80-1288435, OFFICIAL RECORDS, BETWEEN CONROCK COMPANY AND

SCHEDULE B
(continued)

CITY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS, BUREAU OF ENGINEERING,
REGARDING THE INSTALLATION OF A CONVEYOR TUNNEL ACROSS TUJUNGA AVE.
APPROXIMATELY 542 FEET SOUTH OF PEORIA ST.

AFFECTS: PARCEL 3.

- Q 12. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS
THEREIN

EXECUTED BY: CONROCK CO.
IN FAVOR OF: THE CITY OF LOS ANGELES
RECORDED: APRIL 20, 1984 AS INSTRUMENT NO. 84-480237,
OFFICIAL RECORDS

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- R SAID DOCUMENT RECITES IN PART AS FOLLOWS: "AND IN CONSIDERATION OF THE
CITY OF LOS ANGELES ALLOWING THE CONSTRUCTION OF A SCALE HOUSE ON
NON-CERTIFIED FILL ON SAID PROPERTY, WE DO HEREBY COVENANT AND AGREE TO
AND WITH SAID CITY TO HOLD THE CITY FREE OF ANY RESPONSIBILITY FOR ANY
DIFFERENTIAL SETTLEMENT OR CRACKING OF BUILDING OR FOUNDATION THAT MAY
OCCUR".

THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING
UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR
ASSIGNEES AND SHALL CONTINUE IN EFFECT SO LONG AS SAID (BUILDING)
(CONDITION) SHALL REMAIN THEREON OR UNLESS OTHERWISE RELEASED BY
AUTHORITY OF THE SUPERINTENDENT OF BUILDING OF THE CITY OF LOS ANGELES.

AFFECTS: PARCEL 3.

- T 13. A DOCUMENT ENTITLED "COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE
PARCEL", DATED JUNE 5, 1987, EXECUTED BY CALMAT CO., A DELAWARE
CORPORATION, SUCCESSOR BY MERGER TO CONROCK CO., A DELAWARE CORPORATION,
SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED,
RECORDED JUNE 5, 1987 AS INSTRUMENT NO. 87-895019, OFFICIAL RECORDS.

AFFECTS: PARCEL 3.

- V 14. ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE
FOLLOWING MATTERS DISCLOSED BY AN INSPECTION OR SURVEY:

(A) A CONVEYOR BELT LOCATED ON THE SOUTHWEST PORTION OF SAID LAND.

(B) A CHAIN LINK FENCE AND BLOCK WALL ALONG THE EASTERLY LINE OF SAID
LAND ENCROACHES ONTO TUJUNGA AVENUE APPROXIMATELY 6 FEET AT ITS WIDEST
POINT.

SCHEDULE B
(continued)

- W 15. AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS, AND PROVISIONS SET FORTH THEREIN, AS DISCLOSED BY INSPECTION AND INVESTIGATION.

LESSOR: CONROCK CO., A DELAWARE CORPORATION
LESSEE: LIVINGSTON-GRAHAM, INC., A DELAWARE CORPORATION

- X 16. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

GRANTED TO: CALMAT CO., A DELAWARE CORPORATION
PURPOSE: OPERATING, CONSTRUCTING, ALTERING, EXPANDING, REPLACING, REPAIRING AND MAINTAINING THE EXISTING CONVEYOR SYSTEM, TOGETHER WITH ALL REASONABLY NECESSARY MEANS OF INGRESS AND EGRESS TO AND FROM SAID RIGHT OF WAY
RECORDED: JANUARY 5, 1988 AS INSTRUMENT NO. 88-5855
AFFECTS: ITEMS 2A AND 2B

THAT PORTION OF LOT 2 OF TRACT NO. 10646, AS SHOWN ON MAP FILED IN BOOK 174 PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF LOS ANGELES, WITHIN A STRIP OF LAND OF VARIOUS WIDTH SEGMENTS, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF TUJUNGA AVENUE (FORMERLY FARMDALE AVENUE), 60.00 FEET WIDE, AS SHOWN ON SAID MAP, DISTANT THEREON SOUTH 3 DEGREES 33 MINUTES 15 SECONDS WEST 541.61 FEET FROM THE INTERSECTION OF THE CENTER LINES OF PEORIA STREET AND TUJUNGA AVENUE; THENCE SOUTH 37 DEGREES 00 MINUTES 42 SECONDS WEST 54.42 FEET TO THE WESTERLY LINE OF TUJUNGA AVENUE AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES 00 MINUTES 42 SECONDS WEST 865.00 FEET TO A POINT HEREBY DESIGNATED "POINT A"; THENCE SOUTH 37 DEGREES 00 MINUTES 42 SECONDS WEST 150.00 FEET TO A POINT HEREBY DESIGNATED "POINT B"; THENCE SOUTH 37 DEGREES 00 MINUTES 42 SECONDS WEST 349.42 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY LINE OF THE PARCEL 4 DESCRIBED IN DOCUMENT NO. 87-895018, RECORDED JUNE 5, 1987, IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THAT PORTION OF THE ABOVE DESCRIBED STRIP OF LAND WHICH EXTENDS FROM "POINT A" TO "POINT B" SHALL BE

SCHEDULE B
(continued)

80.00 FEET WIDE, LYING 65.00 FEET NORTHERLY AND 15.00 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM THE ABOVE DESCRIBED CENTER LINE.

THE REMAINDER OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE 55.00 FEET WIDE, LYING 40.00 FEET NORTHERLY AND 15.00 FEET SOUTHERLY MEASURED AT RIGHT ANGLES OF THE ABOVE DESCRIBED CENTER LINE. THE SIDELINES OF THE ABOVE DESCRIBED STRIP SHALL BE EXTENDED OR SHORTENED, AS REQUIRED, TO INTERSECT THE NORTHERLY BOUNDARY LINE OF PARCEL "A" DESCRIBED IN SAID DOCUMENT NUMBER 87-895018 AND THE WESTERLY LINE OF TUJUNGA AVENUE.

- Y 17. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)

GRANTED TO:	CALMAT CO., A DELAWARE CORPORATION
PURPOSE:	OPERATING, USING, CONSTRUCTING, ALTERING, REPLACING, ENLARGING AND MAINTAINING WATER PIPELINES, TOGETHER WITH ALL REASONABLY NECESSARY MEANS OF INGRESS AND EGRESS TO AND FROM SAID RIGHT OF WAY
RECORDED:	JANUARY 5, 1988 AS INSTRUMENT NO. 88-5856
AFFECTS:	ITEM 3A:

BASIS OF BEARING SHALL BE THE CENTER LINE OF TUJUNGA AVENUE WHICH BEARS NORTH 3 DEGREES 37 MINUTES 48 SECONDS EAST. BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF TUJUNGA AVENUE AND BRADLEY AVENUE; THENCE NORTH 3 DEGREES 37 MINUTES 48 SECONDS EAST 590.00 FEET; THENCE NORTH 86 DEGREES 22 MINUTES 12 SECONDS WEST 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF TUJUNGA AVENUE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 22 MINUTES 12 SECONDS WEST 100.00 FEET; THENCE SOUTH 3 DEGREES 37 MINUTES 48 SECONDS WEST 100.00 FEET; THENCE SOUTH 86 DEGREES 22 MINUTES 12 SECONDS EAST 100.00 FEET; THENCE NORTH 3 DEGREES 37 MINUTES 48 SECONDS EAST 100.00 FEET, RETURNING TO THE TRUE POINT OF BEGINNING.

ITEM 3B:

A STRIP OF LAND, 15.00 FEET EACH SIDE OF THE CENTER LINE OF THE EXISTING 16 INCH DIAMETER WASTEWATER

SCHEDULE B
(continued)

PIPELINE, SAID CENTER LINE BEING DESCRIBED AS
FOLLOWS:

BASIS OF BEARING SHALL BE THE CENTER LINE OF
TUJUNGA AVENUE WHICH BEARS NORTH 3 DEGREES 37
MINUTES 48 SECONDS EAST. BEGINNING AT THE
INTERSECTION OF THE CENTER LINES OF TUJUNGA AVENUE
AND BRADLEY AVENUE; THENCE NORTH 3 DEGREES 37
MINUTES 48 SECONDS EAST, APPROXIMATELY 540 FEET TO
A CITY OF LOS ANGELES MONUMENT ON THE CENTER LINE
OF TUJUNGA AVENUE, SAID MONUMENT ALSO BEING
APPROXIMATELY 1019 FEET SOUTHERLY OF THE
INTERSECTION OF TUJUNGA AVENUE AND PEORIA STREET;
THENCE NORTH 86 DEGREES 22 MINUTES 12 SECONDS WEST
72.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00
SECONDS WEST 50.00 FEET TO THE TRUE POINT OF
BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00
SECONDS WEST 560 FEET; THENCE SOUTH 6 DEGREES 30
MINUTES 00 SECONDS WEST APPROXIMATELY 282 FEET TO
ITS INTERSECTION WITH THE NORTHERLY BOUNDARY LINE
OF PARCEL "A" DESCRIBED IN DOCUMENT NO. 87-895018,
RECORDED JUNE 5, 1987, IN THE OFFICIAL RECORDS OF
LOS ANGELES COUNTY. THE SIDELINES OF SAID STRIP OF
LAND SHALL BE PROLONGED OR SHORTENED, AS REQUIRED,
TO INTERSECT SAID NORTHERLY BOUNDARY LINE. THE
ACTUAL LOCATION OF THE EXISTING PIPELINES SHALL
TAKE PRECEDENCE OVER THE CENTER LINE DESCRIPTION AS
CONTAINED HEREIN IN CASE OF A DISCREPANCY BETWEEN
THE TWO.

- 2 18. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS
SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT
OWNERSHIP OF SAID EASEMENT)

GRANTED TO:	CALMAT CO., A DELAWARE CORPORATION
PURPOSE:	INGRESS AND EGRESS TO AND FROM THE DOMINANT TENEMENT BY TRUCKS, AUTOMOBILES OR OTHER VEHICLES OR BY FOOT, AS MAY SUIT THE REASONABLE NEEDS OF GRANTEE
RECORDED:	JANUARY 5, 1988 AS INSTRUMENT NO. 88-5857
AFFECTS:	THAT PORTION OF LAND, 60 FEET WIDE, PREVIOUSLY KNOWN AS SAN FERNANDO ROAD (VACATED) AND EXTENDING FROM ART STREET TO A POINT APPROXIMATELY 1120 FEET SOUTHEASTERLY OF ART STREET AND AS DESCRIBED IN RESOLUTION TO VACATE NO. 86-21499, RECORDED MAY 15, 1986 AS INSTRUMENT NO. 86-606504 OF OFFICIAL RECORDS, IN THE LOS ANGELES COUNTY RECORDER'S OFFICE, TO THE NORTHERLY BOUNDARY LINE OF PARCEL

SCHEDULE B
(continued)

"A" DESCRIBED IN DOCUMENT NO. 87-895018, RECORDED
JUNE 5, 1987, IN THE OFFICIAL RECORDS OF LOS
ANGELES COUNTY.

- AA 19. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS
SET FORTH IN A DOCUMENT (NO REPRESENTATION IS MADE AS TO THE PRESENT
OWNERSHIP OF SAID EASEMENT)

GRANTED TO:	CALMAT CO., A DELAWARE CORPORATION
PURPOSE:	INGRESS AND EGRESS TO AND FROM THE DOMINANT TENEMENT BY TRUCKS, AUTOMOBILES OR OTHER VEHICLES OR BY FOOT, AS MAY SUIT THE REASONABLE NEEDS OF GRANTEE
RECORDED:	JANUARY 5, 1988 AS INSTRUMENT NO. 88-5858
AFFECTS:	ITEM 6A:

BEGINNING AT THE POINT OF INTERSECTION OF THE
CENTER LINES OF PEORIA STREET AND GLENOAKS
BOULEVARD; THENCE NORTH 41 DEGREES 16 MINUTES 29
SECONDS WEST 1450.00 FEET, ALONG THE CENTER LINE OF
GLENOAKS BOULEVARD; THENCE SOUTH 48 DEGREES 43
MINUTES 31 SECONDS WEST 50.00 FEET, TO THE TRUE
POINT OF BEGINNING, SAID POINT BEING ON THE
WESTERLY RIGHT-OF-WAY LINE OF GLENOAKS BOULEVARD;
THENCE SOUTH 48 DEGREES 43 MINUTES 31 SECONDS WEST
100.00 FEET; THENCE SOUTH 41 DEGREES 16 MINUTES 29
SECONDS EAST 150.00 FEET; THENCE NORTH 48 DEGREES
43 MINUTES 31 SECONDS EAST 100.00 FEET; THENCE
NORTH 41 DEGREES 16 MINUTES 29 SECONDS WEST 150.00
FEET, RETURNING TO THE TRUE POINT OF BEGINNING.

ITEM 6B:

BEGINNING AT THE POINT OF INTERSECTION OF THE
CENTER LINES OF PEORIA STREET AND GLENOAKS
BOULEVARD; THENCE NORTH 41 DEGREES 16 MINUTES 29
SECONDS WEST 1300.00 FEET ALONG THE CENTER LINE OF
GLENOAKS BOULEVARD; THENCE SOUTH 48 DEGREES 43
MINUTES 31 SECONDS WEST 50.00 FEET, TO THE TRUE
POINT OF BEGINNING, SAID POINT BEING ON THE
WESTERLY RIGHT-OF-WAY LINE OF GLENOAKS BOULEVARD;
THENCE SOUTH 48 DEGREES 43 MINUTES 31 SECONDS WEST
30.00 FEET; THENCE SOUTH 40 DEGREES 16 MINUTES 29
SECONDS EAST 1200.00 FEET; THENCE SOUTH 3 DEGREES
43 MINUTES 31 SECONDS WEST 28.29 FEET TO A LINE
BEARING SOUTH 48 DEGREES 43 MINUTES 31 SECONDS WEST
AND BEING 80.00 FEET NORTHERLY AND PARALLEL TO THE
CENTER LINE OF PEORIA STREET; THENCE NORTH 48

SCHEDULE B (continued)

DEGREES 43 MINUTES 31 SECONDS EAST 50.00 FEET;
THENCE NORTH 41 DEGREES 16 MINUTES 29 SECONDS WEST
1220.00 FEET, RETURNING TO THE TRUE POINT OF
BEGINNING.

ITEM 6C:

THAT PORTION OF LOT 1 OF TRACT NO. 18542, AS SHOWN
ON MAP FILED IN BOOK 551 PAGES 6 AND 7, OF MAPS, IN
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF
LOS ANGELES AND THAT PORTION OF LOT 2 OF TRACT NO.
10646, AS SHOWN ON MAP FILED IN BOOK 174 PAGES 34
AND 35 OF SAID MAPS, LYING SOUTHEASTERLY AND
EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY
LINE OF GLENOAKS BOULEVARD, WITH A LINE PARALLEL
WITH AND 80.00 FEET NORTHWESTERLY, MEASURED AT
RIGHT ANGLES, FROM THE CENTER LINE OF PEORIA
STREET, AS SHOWN ON MAP OF SAID TRACT NO. 18542;
THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A
LINE PARALLEL WITH AND 74.00 FEET WESTERLY,
MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF
TUJUNGA AVENUE, AS SHOWN ON MAP OF SAID TRACT NO.
18542; THENCE SOUTHERLY ALONG SAID LAST MENTIONED
PARALLEL LINE TO A LINE THAT BEARS NORTH 86 DEGREES
26 MINUTES 45 SECONDS WEST FROM THAT CERTAIN CITY
OF LOS ANGELES MONUMENT ON THE CENTER LINE OF SAID
TUJUNGA AVENUE, DISTANT THEREON SOUTH 3 DEGREES 33
MINUTES 15 SECONDS WEST 1019.00 FEET FROM ITS
INTERSECTION WITH THE CENTER LINE OF SAID PEORIA
STREET.

ITEM 6D:

A STRIP OF LAND 15.00 FEET ON EACH SIDE OF A CENTER
LINE OF AN EXISTING MEANDERING HAUL ROAD, DESCRIBED
AS FOLLOWS:

BASIS OF BEARING BEGINNING AT THE INTERSECTION OF
THE CENTER LINES OF TUJUNGA AVENUE AND BRADLEY
AVENUE; THENCE NORTH 3 DEGREES 33 MINUTES 15
SECONDS EAST, APPROXIMATELY 540 FEET TO A CITY OF
LOS ANGELES MONUMENT ON THE CENTER LINE OF TUJUNGA
AVENUE, SAID MONUMENT ALSO BEING APPROXIMATELY 1019
FEET SOUTHERLY OF THE INTERSECTION OF TUJUNGA
AVENUE AND PEORIA STREET; THENCE NORTH 86 DEGREES
26 MINUTES 45 SECONDS WEST 59.00 FEET TO THE TRUE
POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 00

SCHEDULE B
(continued)

MINUTES 00 SECONDS WEST 640.00 FEET; THENCE SOUTH 47 DEGREES 30 MINUTES 00 SECONDS WEST 85.00 FEET; THENCE SOUTH 52 DEGREES 00 MINUTES 00 SECONDS WEST 50.00 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST 25.00 FEET; THENCE SOUTH 15 DEGREES 00 MINUTES 00 SECONDS WEST 15.00 FEET; THENCE SOUTH 4 DEGREES 30 MINUTES 00 SECONDS WEST 20.00 FEET; THENCE SOUTH 14 DEGREES 30 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 21 DEGREES 00 MINUTES 00 SECONDS EAST, APPROXIMATELY 210 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF PARCEL "A" DESCRIBED IN DOCUMENT NO. 87-895018, RECORDED JUNE 5, 1987, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. THE SIDE LINE OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED, AS REQUIRED, TO INTEREST THE SAID NORTHERLY BOUNDARY LINE AND ALSO THE WESTERLY AND EASTERLY BOUNDARY LINES OF ITEM 6C AS DESCRIBED ABOVE.

AB 20. A DOCUMENT ENTITLED "EASEMENT", DATED DECEMBER 30, 1987 EXECUTED BY CALMAT CO., A DELAWARE CORPORATION AND VALLEY RECLAMATION CO., A CALIFORNIA CORPORATION, SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED JANUARY 5, 1988 AS INSTRUMENT NO. 88-5860.

AC 21. A DOCUMENT ENTITLED "AFFIDAVIT REGARDING ERECTION AND MAINTENANCE OF BUILDING IN AREAS, SUBJECT TO INUNDATION OR PHYSICAL HAZARDS OF A GEOLOGICAL NATURE", DATED AUGUST 29, 1988 EXECUTED BY VALLEY RECLAMATION CO., SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED SEPTEMBER 20, 1988 AS INSTRUMENT NO. 88-1509654.

AD 22. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: VALLEY RECLAMATION COMPANY
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: NOVEMBER 3, 1988 AS INSTRUMENT NO. 88-1776031

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

AE SAID DOCUMENT RECITES IN PART AS FOLLOWS: REGARDING MAINTENANCE OF YARDS FOR AN OVER-SIZED BUILDING.

AF THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

SCHEDULE B
(continued)

AG 23. A DOCUMENT ENTITLED "AFFIDAVIT REGARDING MAINTENANCE OF UNCERTIFIED FILL ON SITE", DATED JANUARY 13, 1989 EXECUTED BY VALLEY RECLAMATION CO., A CALIFORNIA CORPORATION, SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED JANUARY 19, 1989 AS INSTRUMENT NO. 89-96513.

AH 24. A DOCUMENT ENTITLED "AFFIDAVIT REGARDING MAINTENANCE OF NON-CONFORMING FILL", DATED NOVEMBER 30, 1989 EXECUTED BY WASTE MANAGEMENT, SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED DECEMBER 1, 1989 AS INSTRUMENT NO. 89-1934480.

AI 25. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: VALLEY RECLAMATION COMPANY
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: FEBRUARY 22, 1991 AS INSTRUMENT NO. 91-260408

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

AJ SAID DOCUMENT RECITES IN PART AS FOLLOWS: "AND IN CONSIDERATION OF THE CITY OF LOS ANGELES ALLOWING WAIVER OF DISABLED ACCESS TO THE NEAREST RESTROOM FACILITY WHICH WOULD ORDINARILY SERVE THE NEW SCALE HOUSE (BUILDING PERMIT #90LA64451)".

AK THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.

AL 26. A CLAIM OF MECHANIC'S LIEN

AMOUNT: \$8,182.50
CLAIMANT: ROBERT KASNER
RECORDED: MARCH 1, 1991 AS INSTRUMENT NO. 91-295687

AM 27. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: VALLEY RECLAMATION COMPANY
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: MARCH 28, 1991 AS INSTRUMENT NO. 91-444724

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

SCHEDULE B
(continued)

- AN SAID DOCUMENT RECITES IN PART AS FOLLOWS: "AND IN CONSIDERATION OF THE CITY OF LOS ANGELES ALLOWING WAIVER OF DISABLED ACCESS TO THE HOUSE (BUILDING PERMIT #90LA64451)".
- AO THIS COVENANT AND AGREEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ANY FUTURE OWNERS, ENCUMBRANCERS, THEIR SUCCESSORS, HEIRS OR ASSIGNS AND SHALL CONTINUE IN EFFECT UNTIL THE PROPER GOVERNMENT AGENCY APPROVES ITS TERMINATION.
- AP NOTE NO. 1: THE CHARGE FOR A POLICY OF TITLE INSURANCE, WHEN ISSUED THROUGH THIS TITLE ORDER, WILL BE BASED ON THE SHORT-TERM RATE.
- AQ NOTE NO. 2: IF THIS COMPANY IS REQUESTED TO DISBURSE FUNDS IN CONNECTION WITH THIS TRANSACTION, CHAPTER 598, STATUTES OF 1989 MANDATES HOLD PERIODS FOR CHECKS DEPOSITED TO ESCROW OR SUB-ESCROW ACCOUNTS. THE MANDATORY HOLD PERIOD FOR CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS IS ONE BUSINESS DAY AFTER THE DAY DEPOSITED. OTHER CHECKS REQUIRE A HOLD PERIOD OF FROM THREE TO SEVEN BUSINESS DAYS AFTER THE DAY DEPOSITED. IN THE EVENT THAT THE PARTIES TO THE CONTEMPLATED TRANSACTION WISH TO RECORD PRIOR TO THE TIME THAT THE FUNDS ARE AVAILABLE FOR DISBURSEMENT (AND SUBJECT TO COMPANY APPROVAL), THE COMPANY WILL REQUIRE THE PRIOR WRITTEN CONSENT OF THE PARTIES. UPON REQUEST, A FORM ACCEPTABLE TO THE COMPANY AUTHORIZING SAID EARLY RECORDING MAY BE PROVIDED TO ESCROW FOR EXECUTION.

WIRE TRANSFERS

THERE IS NO MANDATED HOLD PERIOD FOR FUNDS DEPOSITED BY CONFIRMED WIRE TRANSFER. THE COMPANY MAY DISBURSE SUCH FUNDS THE SAME DAY.

CHICAGO TITLE WILL DISBURSE BY WIRE (WIRE-OUT) ONLY COLLECTED FUNDS OR FUNDS RECEIVED BY CONFIRMED WIRE (WIRE-IN). THE FEE FOR EACH WIRE-OUT IS \$25.00. THE COMPANY'S WIRE-IN INSTRUCTIONS ARE:

WIRE-IN INSTRUCTIONS FOR SECURITY PACIFIC

TO: SECURITY PACIFIC NATIONAL BANK
333 SOUTH HOPE STREET
LOS ANGELES, CA 90051

ABA #122000043

FOR THE CREDIT OF:

CHICAGO TITLE COMPANY
1717 WALNUT GROVE
ROSEMEAD, CA. 91770

SCHEDULE B
(continued)

DEPOSITED TO:

ACCOUNT #149-123226 PASADENA SUB-ESCROW

ORDER NO.: 009201441

ADDITIONAL COMMENTS:

UPON RECEIPT NOTIFY
SECURITY PACIFIC NATIONAL BANK
FOOTHILL & ROSEMEAD
BRANCH #149 (818) 304-3181

AR

NOTE NO. 3: WHEN THIS TITLE ORDER CLOSES AND IF CHICAGO TITLE IS HANDLING LOAN PROCEEDS THROUGH SUB-ESCROW, ALL TITLE CHARGES AND EXPENSES NORMALLY BILLED, WILL BE DEDUCTED FROM THOSE LOAN PROCEEDS (TITLE CHARGES AND EXPENSES WOULD INCLUDE TITLE PREMIUMS, ANY TAX OR BOND ADVANCES, DOCUMENTARY TRANSFER TAX AND RECORDING FEES, ETC.).

PLATS
RK/JDF

2538 9

SCALE 1" = 300'

TRACT NO. 10646

M.B. 174-34-35

TRACT NO. 9329

M.B. 179-9-10

CODE
13

FOR FURTHER ASSAULT SEE 681-216 & 218

